

Capital Projects Management  
Designers' Manual

**July 2004 Addendum Summary**

<b>Location</b>	<b>Page/Section</b>	<b>Description</b>
<b>Front Pages</b>	Cover	Updated "latest version" to July 2004.
	0.02	Updated CPM/RPM new organizational structure.
<b>Chapter 1</b>	1.03          B.4	Updated names and telephone numbers of other F&A entities possibly involved during the course of a project.
<b>Chapter 4</b>	4.04	Updated addresses and contacts of bid opening locations.
	4.05	Updated list of approved plan rooms.
	4.06/4.07	Under 00300, Information Available to Bidders, inserted new item "D", 00345 Disqualified Contractors and Subcontractors.
<b>Chapter 5</b>	5.02          B.1	Reduced from 3 to 2 the number of bid document sets sent to Bidding Administrator.
	5.03          B.	Inserted new part B regarding State's policy to emphasize diversity.
	5.05          A.2.c	Added sentence at paragraph end that <u>no matter the dollar value</u> if Plumbing, HVAC, or Electrical is part of the Work to list names on bid envelope.
	5.07	Corrected typo.
	Bid location maps	Updated addresses, directions, and contacts.
<b>Chapter 6</b>	6.10a,          C.3 6.10b	Simplified executed Change Order distribution for Designer; whereby the CPM Constr. Rep. receives all four Owner counterparts.
<b>Chapter 7</b>	7.02          B.3.a	Added "kWise" as approved software for Record Documents on CD-R.
<b>Appendix 1</b>	Sample Plaque	Revised to conform with current State Building Commission members.
	Checklist	Revised to conform to section changes made by this addendum.
<b>Appendix 2</b>	Reference Table	Revised to include Disqualified Contractors and Subcontractors Section.
	00201          6.2 6.3 19.	New language regarding "Drug-free Workplace" law. New language regarding Disqualified Contractors and Subcontractors. Revised language to reflect new SBC policy on diversity.
	00214, 00215	Re-numbered paragraphs to conform to changes with 00201.
	00345	New section listing Disqualified Contractors and Subcontractors.
	00401          A.3	New language regarding Disqualified Contractors and Subcontractors.
	00801          3.10.6 3.21	New language incorporating Hazardous Materials Agent. New language incorporating HIPAA regulations.
	00833	New language in left column addressing multiple location rate regions.
	00835	New language throughout addressing multiple location rate regions.
	00837	Revised Highway Rates for the year 2004.
	01411          2.	Updated to 2003 National Fire Codes per State Fire Marshal adoption.

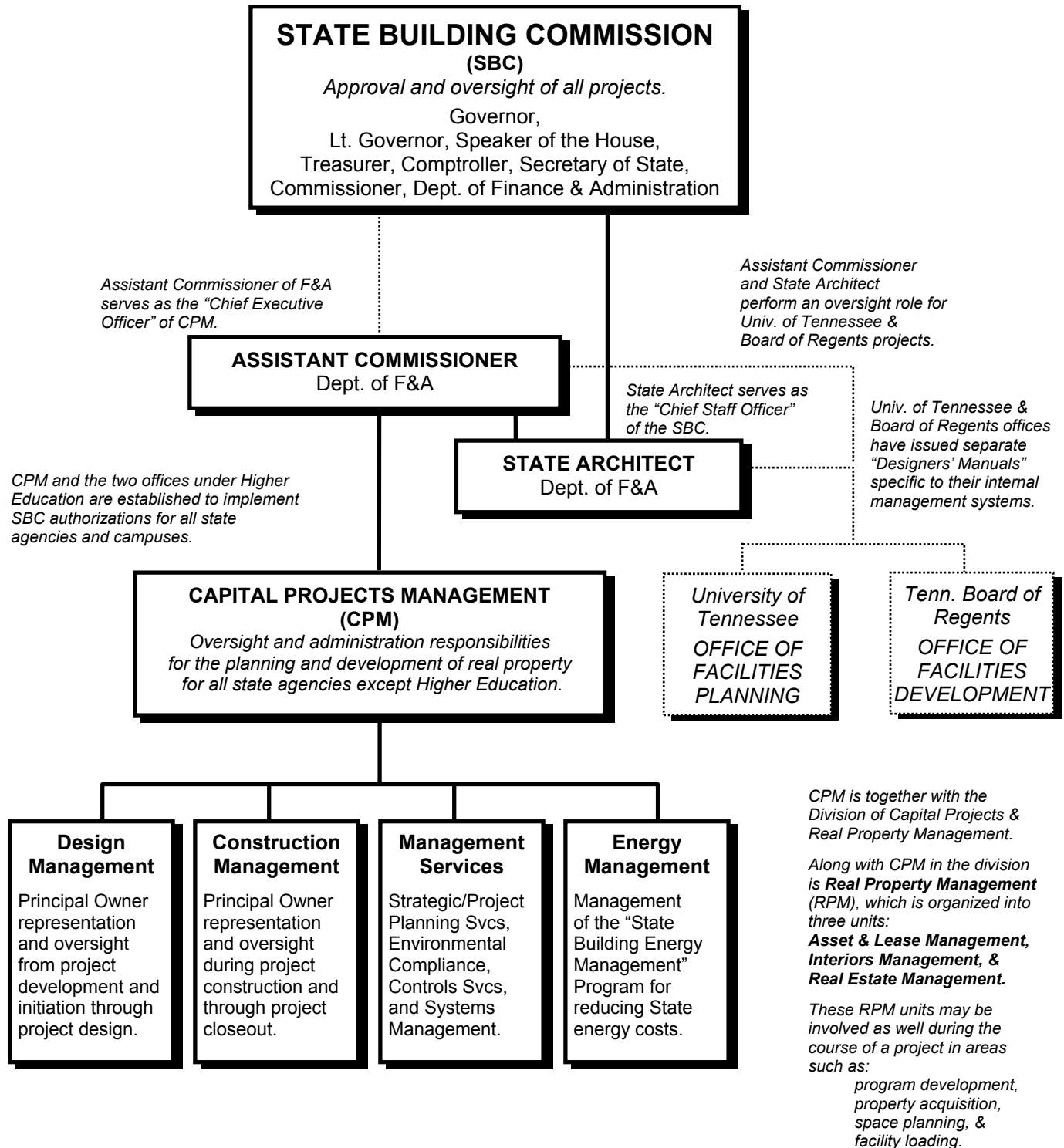


# ***DESIGNERS' MANUAL***

for projects with oversight by Capital Projects Management for the  
**STATE BUILDING COMMISSION**  
of Tennessee



# State of Tennessee System for Authorization and Administration of Projects using this Designers' Manual



**A. User Agency** (or agencies) will be represented by an individual or team assigned to the project. Information about the agency, its function in the particular project, and its representatives, will be provided in the Pre-Design Conference.

**B. Capital Projects Management (CPM)**

Tel: 615-741-4034

Fax: 615-741-2335

Website Address (URL): [http://www.state.tn.us/finance/cpm/cpm\\_home.htm](http://www.state.tn.us/finance/cpm/cpm_home.htm)

William R. Snodgrass Tennessee Tower  
Suite 2200, 312 Eighth Avenue North  
Nashville, Tennessee 37243

1. CPM is the arm of the F&A Division of Capital Projects and Real Property Management responsible for the direct oversight and implementation of the State's capital building program, and assists in other projects in accordance with legislative and executive policies, and judicial and federal mandates under authority of the Commissioner of Finance and Administration and the State Building Commission.
2. An individual or team will be assigned to each project, and more information about CPM, its function in the particular project, and its staff, will be provided in the Pre-Design Conference (See page 3.02) and the Pre-Construction Conference (See page 6.02). For all projects, the CPM Bidding Administrator will be involved.
3. **The CPM Bidding Administrator** (Tel: 741-3286) oversees the bidding and award of all projects under the administration and oversight of CPM. The Bidding Administrator gives final approval to bid a project and assigns the bid date, and assures that SBC policies and procedures are followed throughout the bidding and award process.
4. **Other F&A entities may be involved** with the project team, as determined by CPM, depending on the project scope. Primary entities include the following:
  - a. CPM State Building Energy Management Program Director Tel: 741-9357
  - b. CPM State Environmental Management Program Director Tel: 741-1563
  - c. Office of Interiors Management (Space Planning) Director Tel: 741-4036
  - d. Office of Information Resources (Telecommunications) Director Tel: 532-1145

**C. Office of Business and Finance (OBF)**

Tel: 615-741-2590

Fax: 615-741-1789

William R. Snodgrass Tennessee Tower  
Suite 2000, 312 Eighth Avenue, North  
Nashville, Tennessee 37243

OBF provides financial management of the State's capital building program by authority of the Commissioner of Finance & Administration and State Building Commission.

**D. Division of Risk Management (TRM)**

Tel: 615-741-2314

Fax: 615-734-6471

Andrew Jackson Office Bldg.  
9th Floor, 500 Deaderick Street  
Nashville, Tennessee 37243-0248

TRM, of the Dept. of Treasury, manages insurance claims of the State's capital building program by authority of the State Treasurer and State Building Commission.

**E. State Fire Marshal's Office (SFM)**

Tel: 615-741-7190

Fax: 615-253-3267

Davy Crockett Tower  
3rd Floor, 500 James Robertson Parkway  
Nashville, Tennessee 37243-1162

SFM, of the Dept. of Commerce & Insurance, will be involved in the design review for all projects that involve the construction, renovation, or remodeling of public space.



**Bids will be received:**  
(See 00130/B.6)

**Bids will be received by  
the State of Tennessee at:**

**Bids sent by mail should be  
directed to the attention of:**

**a. For projects located in the TRI-CITIES Region, use:**

US Armed Forces Reserve Center  
HQ 176 Maintenance Battalion  
Tn Army National Guard  
251 Don May Road  
Johnson City, Tennessee 37615

Major William Del Castillo  
HQ 176 Maintenance Battalion  
Tn Army National Guard  
253 Don May Road  
Johnson City, Tennessee 37615

**b. For projects located in the KNOXVILLE Region, use:**

Tn Dot Region 1 Headquarters  
7345 Region Lane  
Knoxville, Tennessee 37914

Ms. Ruth Beason  
Regional Office Manager

**c. For projects located in the CHATTANOOGA Region, use:**

Tn Dot Region 2 Headquarters  
Bureau of Operations Building  
4005 Cromwell Road  
Chattanooga, Tennessee 37421

Mr. Bob Brown  
Regional Director

**d. For projects located in the NASHVILLE Region, use:**

William R. Snodgrass Tennessee Tower  
Conference Center North, Robertson Room  
3<sup>rd</sup> Floor, 312 Eighth Avenue North  
Nashville, Tennessee 37243-0300

Mr. Richard Marr, Bid Administrator  
William R. Snodgrass Tennessee Tower  
Suite 2200, 312 Eighth Avenue North  
Nashville, Tennessee 37243-0300

**e. For projects located in the JACKSON Region, use:**

Tn DoT Region 4 Headquarters  
300 Benchmark Place  
Jackson, Tennessee 38301

Mr Johnny Utley  
Regional Office Manager

**f. For projects located in the MEMPHIS Region, use:**

3/115 Field Artillery Battalion  
National Guard Armory  
2610 East Holmes Road  
Memphis, Tennessee 38118

CW2 Tim Vickers



**Major market PLAN ROOMS used by the State Building Commission:**

(See 00130/B.7)

Do not include *italicized* portions in Invitation to Bid.

**a. TRI - CITIES:**

Associated General Contractors  
249 *Neal Drive*  
Blountville, TN 37617  
(423) 323 - 7121

**b. KNOXVILLE:**

F. W. Dodge Corp. Plan Room  
400 *Bearden Park Circle*  
Knoxville, TN 37919  
(865) 584 - 0193

Knoxville Builders Exchange  
300 *Clark Street, NW*  
Knoxville, TN 37921  
(865) 525 - 0443

**c. CHATTANOOGA:**

F. W. Dodge Corp. Plan Room  
5800 *Building, Suite 900*  
5708 *Uptain Road*  
Chattanooga, TN 37411  
(423) 892 - 1780

Chattanooga Builders Exchange  
2100 *South Greenwood Ave.*  
P. O. Box 3124 (37404)  
Chattanooga, TN 37404  
(423) 622 - 1114

Associated General  
Contractors  
101 *West 21st Street*  
Chattanooga, TN 37408  
(423) 265 - 1111

**d. NASHVILLE:**

F. W. Dodge Corp. Plan Room  
Suite 200, 1604 *Elm Hill Pike*  
Nashville, TN 37210  
(615) 366 - 4173

Nashville Contractors Association  
240 Great Circle Rd., #316  
P. O. Box 23234 (37202)  
Nashville, TN 37228  
(615) 254 - 8346

Reed Construction Data  
Suite 108, 2 *International Dr.*  
Nashville, TN 37217  
(615) 399 - 8991

Associated General Contractors  
408 *Elm Street*  
Nashville, TN 37203  
(615) 244-4555

**e. JACKSON:**

West Tennessee Plan Room  
439 *Airways Blvd.*  
Jackson, TN 38301  
(731) 427 - 2573

**f. MEMPHIS:**

F. W. Dodge Corp. Plan Room  
1995 Nonconnah Blvd., Suite 101  
Memphis, TN 38132  
(901) 332 -3907

Memphis Builders Exchange  
642 South Cooper Street  
Memphis, TN 38104  
(901) 272 - 7495

Reed Construction Data  
Suite C553, 2508 Mt. Moriah Rd.  
Memphis, TN 38115  
(901) 362 - 6367



## 00200 INSTRUCTIONS TO BIDDERS

- A. Include the standard:

### 00201 Instructions to Bidders

- B. Detailed review with CPM is required before using supplementary or other instructions.

## 00210 SPECIAL SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

- A. **NGB-FUNDED MILITARY PROJECTS.** For Department of Military projects in which certain major portions of the Work is funded by the National Guard Bureau, and requires a bid breakdown of these portions of the Work so to determine actual funding amounts to be apportioned. Include the standard:

### 00213 Supplementary Instructions to Bidders

- B. **EQUIPMENT MAINTENANCE AGREEMENT.** For projects in which the Work includes the installation of new elevators, alarm systems, or other major equipment and systems for which continuing maintenance after construction is to be provided by an independent vendor under a maintenance agreement. Include the standard:

### 00214 Supplementary Instructions to Bidders

- C. **SPECIAL REGULATORY CERTIFICATION.** For projects in which the Work includes the removal of underground storage tanks or of lead-containing materials (lead paint), TN Dept. of Environment and Conservation rules require contractor certification. Include the standard:

### 00215 Supplementary Instructions to Bidders

- D. **MULTI-SITE PROJECTS.** This applies to projects in which the Work involves two or more sites in distinctly separate business regions, and a bidder may choose to list a different subcontractor for each trade for each site. Consult with the CPM Bidding Administrator on its use. Include the standards:

### 00216 Supplementary Instructions to Bidders

and

### 00226 Subcontractor Multi-Site Bidding Form (Editable .doc)

And, on the form, fill in the appropriate spaces each of the specific permissible sites.

## 00300 INFORMATION AVAILABLE TO BIDDERS

- A. Identify information that is available in addition to the Bidding Documents for review by bidders. Such information may include preliminary scheduling, geotechnical data, description of existing conditions, photographs, pre-existing drawings, etc.

- B. **GEOTECHNICAL DATA.** An example of this as would be provided regarding a geotechnical report is available as:

### 00325 Geotechnical Data (Editable .doc)

- C. **HAZARDOUS MATERIALS DATA.** If a hazardous materials survey has been conducted and is available for review by bidders, but not bound into the bidding documents, include in the project manual:

### 00335 Hazardous Materials Data (Editable .doc)

- D. **DISQUALIFICATION INFORMATION.** Current lists have been established (regarding this information) and are available for review by bidders at the CPM Web Site. Include in the project manual:

### 00345 Disqualified Contractors and Subcontractors



- E. Whenever such information is to be made available, it should be stipulated that the information was gathered solely for the use of the Designer and not for use as a basis for preparing a bid; and, the use and interpretation of this information for any purpose will be entirely the responsibility of the using party.

#### **00400 BID FORM**

- A. For soliciting a Base Bid only, use the standard:

**00401 Bid Form (Std)**

***(Editable .doc)***

- B. Normal items to fill in on Bid Form:

1. address of regional bid location;
2. project title and SBC project number, appearing on all pages of bid form;
3. Roof Bond amount, if applicable (see 00600), otherwise "N/A";
4. number of calendar days Contract Time (consider base bid plus alternates); and,
5. amount of Liquidated Damages.

- C. Special items to edit into Bid Form when required:

1. phasing of the Work;
2. alternate bids (See 01230);
3. unit price proposals (See 01271); and,
4. maintenance agreement proposals.

**D. GUIDE FOR EDITING BID FORM:**

1. The Bid Form may require retyping in order to accommodate special items (see paragraph C) for the project. Normal fill-ins and several variations are illustrated in the guide:

**00401 Bid Form Gde**

***(Editable .doc)***

2. Provide an edited Bid Form that suits the particular project, following the format and wording of the guide.

- E. Whenever an attachment or supplement to the Bid is to be required, either include in the edited bid form a provision requiring the attachment or supplement, or make such a provision via Supplementary Instructions to Bidders (See 00220.)

#### **00400 SPECIAL BID FORM SUPPLEMENTS**

- A. **EQUIPMENT MAINTENANCE AGREEMENT.** This applies to projects in which Work includes the installation of new elevators, alarm systems, or other major equipment and systems for which continuing maintenance after construction is to be provided by an independent vendor under a maintenance agreement. Such agreements are normally let through the Department of General Services; however, there may be advantages in bidding the maintenance agreement as an adjunct to the construction contract. Provide a supplement to the Bid Form that suits the particular project. For Long Form projects, the terms of the supplement can be incorporated into the Bid Form. Follow the format and wording of:

**00408 Bid Form Supplement**

***(Editable .doc)***

#### **00430 SPECIAL BID DOCUMENT ENCLOSURES**

- A. **NGB-FUNDED MILITARY PROJECTS.** This applies to Department of Military projects in which certain major portions the Work is funded by the National Guard Bureau, and requires a bid breakdown of these portions of the Work so to determine actual funding amounts to be apportioned. Include the standard:

**00437 Bid Breakdown**





**A. Public Advertisement for Bids:**

1. **Designer is responsible for placing an advertisement for bids** in the "Legal" classification of appropriate newspapers, when advertising is required. If the Maximum Allowable Construction Cost exceeds \$50,000, an Advertisement for Bids shall be published normally once approximately four (4) weeks prior to the bid date in at least one newspaper having circulation in the area. The advertisement shall normally run on a Wednesday. Use the text of the Project Manual *Advertisement for Bids*.
2. **Send the publisher's bill** and affidavit of publication for advertising directly to the Office of Business & Finance (See page 1.03), unless otherwise instructed by CPM.

**B. Document Distribution:**

1. **Provide two (2) complete sets directly to CPM Bidding Administrator** as soon as Bidding Documents are available, in addition to any other sets provided to the Owner. Include an additional set for each if project includes a Scheduling Agent and/or Commissioning Agent.
2. **Provide Bidding Documents to approved plan houses** (See page 4.05) Also, the State of Tennessee Office of Minority Business Enterprise provides similar "plan room" type services, and a representative may be in contact to request information about the project and a Bid Document set. If contacted, cooperate fully with their requests.
3. **Provide "Bidders of Record" a Bid Pack** consisting of a complete set of Bidding Documents, a Bid Form identical to that in the Project Manual, and Bid Envelope, in accordance with Project Manual *Instructions to Bidders* - paragraph 1.1.

**C. Information Available to Bidders:**

1. *Information Available to Bidders* consists of information outside of the Bidding and Contract Documents which is available for review by prospective bidders, such as preliminary scheduling data, geotechnical data, and the like.
2. Reference in Project Manual:
  - a. Such information should not be released unless it is identified in the Bidding Requirements of the Project Manual, as described on page 4.06.
  - b. When such information exists but the Project Manual does not include the appropriate acknowledgment, add these to the Bidding Documents by addendum prior to entertaining any requests by bidders to see such information.
3. **Procedure for dissemination:**
  - a. By prior arrangement with the Owner, information may be available for inspection by appointment, it may be disseminated free of charge in Bid Packs or on request, or copies may be sold at cost.
  - b. It is not necessary to obtain signed waiver forms. A waiver has been included in the Bid Form.
  - c. Limit conversations with bidders requesting to see such information to the business of providing and identifying the information. Do not interpret the information, as such may confer special knowledge and be contrary to the competitive process.



**A. Pre-Bid Conference:**

1. A Pre-Bid Conference will be held unless expressly waived by CPM. Consult with CPM to establish time, place and requirements. Notify Bidders and other official plan-holders, in writing, of time and place of conference.
2. **Suggested agenda for a Pre-Bid Conference:**
  - a. Introduction of attending Owner and Designer Representatives.
  - b. Confirm that Bidders have full Bid Pack and addenda to-date.
  - c. Advise that no changes are binding unless in writing.
  - d. Review sequence & timetable for questions & addenda.
  - e. Review proper bid submittal requirements (ex: listing subcontractors.)
  - f. Confirm bid date and place.
  - g. Remind bidders that conditional or qualified bids are **unacceptable**.
  - h. Express the State's emphasis for diversity in its contractual relationships.
  - i. Review briefly the scope of work and Contract Time.
  - j. If Unit Prices or Allowances are included, discuss their purpose and use.
  - k. Tour the site and take questions.

**B. Diversity in State Contracts:**

1. The State of Tennessee has established policy to give emphasis to diversity in its contractual relationships. This policy is to achieve a more reflective marketplace of the community within this state. Bidders who support and exhibit diversity within their organization and contracts are assisting the State in achieving this policy goal.
2. The Designer is to assist the Owner in emphasizing the State of Tennessee's policy toward diversity whenever possible. The above statement may be used by the Designer at the Pre-Bid Conference as a means to express this policy.

**C. Addenda and Modifications:**

1. Make needed interpretations, clarifications, or changes to the Bidding Documents by means of addenda, preferably prepared according to CSI format. Addenda shall:
  - a. Be identified by a sequential number and date;
  - b. identify the project by its full title, including the SBC or CPM project number;
  - c. identify the Designer as source, and be signed and sealed by Designer of Record;
  - d. include an appropriate introductory statement, identifying the previously issued Bidding Documents by date, and instructing bidders to acknowledge receiving the addendum on the Bid Form; and,
  - e. be self-descriptive as to number of pages and attachments.
2. Provide addenda concurrently to CPM Bidding Administrator (minimum 2-copies), the User Agency, plan houses, and Bidders of Record.

**D. Presiding Official for bid opening:**

1. **The Designer will act as the presiding official** at bid openings unless otherwise approved by CPM. The presiding official is responsible for the bid opening; including all preparations, its smooth conduct, making a proper record, and associated actions delegated to others.
2. **Arrive early** (preferably one-half hour) to take command of the proceedings.
  - a. **Check in with the Location Coordinator**, who will have bids that have arrived by mail, and turns them over to the Designer at this time. Bids are officially "received" by the Designer at the bid opening location.
  - b. **Establish "official timepiece"** for use in closing receipt of bids, and verify accuracy of time shown. It is advisable to set the time 1 or 2 minutes slow, so having the assurance that the time is not fast.



**A. Receiving Bids:**

1. **Verify the completeness and correctness of the Project information** required on the Bid Envelope, such that it provides sufficient assurance that the bid is for the correct project and the correct bid opening:
  - a. Correct Project Title & Number, and Designer.
  - b. Correct Time & Date.
2. **Verify the completeness of the Bidder information** required on the Bid Envelope, checking that all appropriate spaces are filled in, and in accordance with the instructions on the bid envelope: (Verification of the *accuracy* and *correctness* of bidder information in order to open the bid is not required. These can and shall be verified *after* the bid opening.)
  - a. Bidder Name & Address.
  - b. Bidder License Number, Classification(s) & Expiration Date, plus Dollar Limit.
    - *Exception-* if bidder license information is blank, or "Bidder unlicensed" is circled, then it may be assumed that the bid is less than \$25,000.00 and the bid may be opened; thereafter, its validity for consideration shall be verified.
    - *Exception-* if the line for bidder's license dollar limit is blank, then this may be considered as a waivable informality.
  - c. Plumbing, HVAC, and Electrical Subcontractor Name, License Number, Classification & Expiration Date.
    - *Exception-* if a line(s) for listing subcontractor is blank and the trade is not applicable to the project, as determined by the Designer, then this may be considered as a waivable informality.
    - *Exception-* if subcontractor(s) name only is listed and the license information is blank or incomplete, then it may be assumed that the subcontractor(s) bid is less than \$25,000.00 and the bid may be opened; thereafter, its validity for consideration shall be verified.

Regardless of the dollar value of the Plumbing, HVAC, or Electrical work, if any or all of those classifications are involved in the Work, then the name of all who is to perform the work, whether subcontractor(s) or general contractor must be listed.
3. **If there is a question or doubt about receiving and opening a bid** being submitted, it is best to receive the bid, and retain it unopened until the issue has been resolved. Final resolution shall be made only after consultation with CPM Bidding Administrator.
4. **Once the Bid Envelope is officially received:**
  - a. Record the time and date of receipt, and initial it, on the Bid Envelope.
  - b. If it appears properly completed then sign in the space provided at the bottom of the envelope. No Bid Envelope should be opened if not so approved.
  - c. Keep Bid Envelope and its contents secure, and do not return it to the bidder.

**B. Receiving a modification or request to withdraw** prior to the Bid Opening deadline:

1. Check that it complies with Instructions to Bidders paragraph 12.1 and record the time and date of receipt and who received it on its face. Keep it secure with the Bid Envelope. Do not return a withdrawn bid at this time, nor open it in the Bid Opening.
2. A modification(s) written on the face of the Bid Envelope, with appropriate binding signature, is acceptable if made prior to submittal. However, once Bid Envelope has been officially received, then a modification must be submitted as a separate document.



## 5.07 COMPLETING THE BID TAB

by filling in during bid opening:

- [3] Bidders of Record
  - [3a] Name and city (\*)
  - [3b] License number (\*)
- [4] Contract Crime Statement
  - Y** if "yes"
  - N** if "no"
  - NFI** if not filled in
- [5] Addenda Acknowledgment
  - Indicate all by check mark
  - Indicate fewer individually
- [6] Minority Classification Statement
  - Y** if "yes"
  - N** if "no"
  - NFI** if not filled in
- [7] Bid Security
  - B** if Bid Bond
  - C** if proper check
  - \*** for other notation
- [8] Bid Abstract
  - [8b] Amounts, etc.
- [9] Subcontractors (\*)
  - Plumbing, HVAC, Electrical
- [10] Participant Signatures
  - Designer
  - Owner
  - Presiding Official.

(\*):

### Note spaces [3a], [3b], & [9]:

Bidder's name, license number, and subcontractors may be filled in prior to opening of bids, as this information is evident on the Bid Envelope.

### Note item [3b]:

Licensing may not be required for jobs under \$25,000; so, if not filled in, show "NFI".

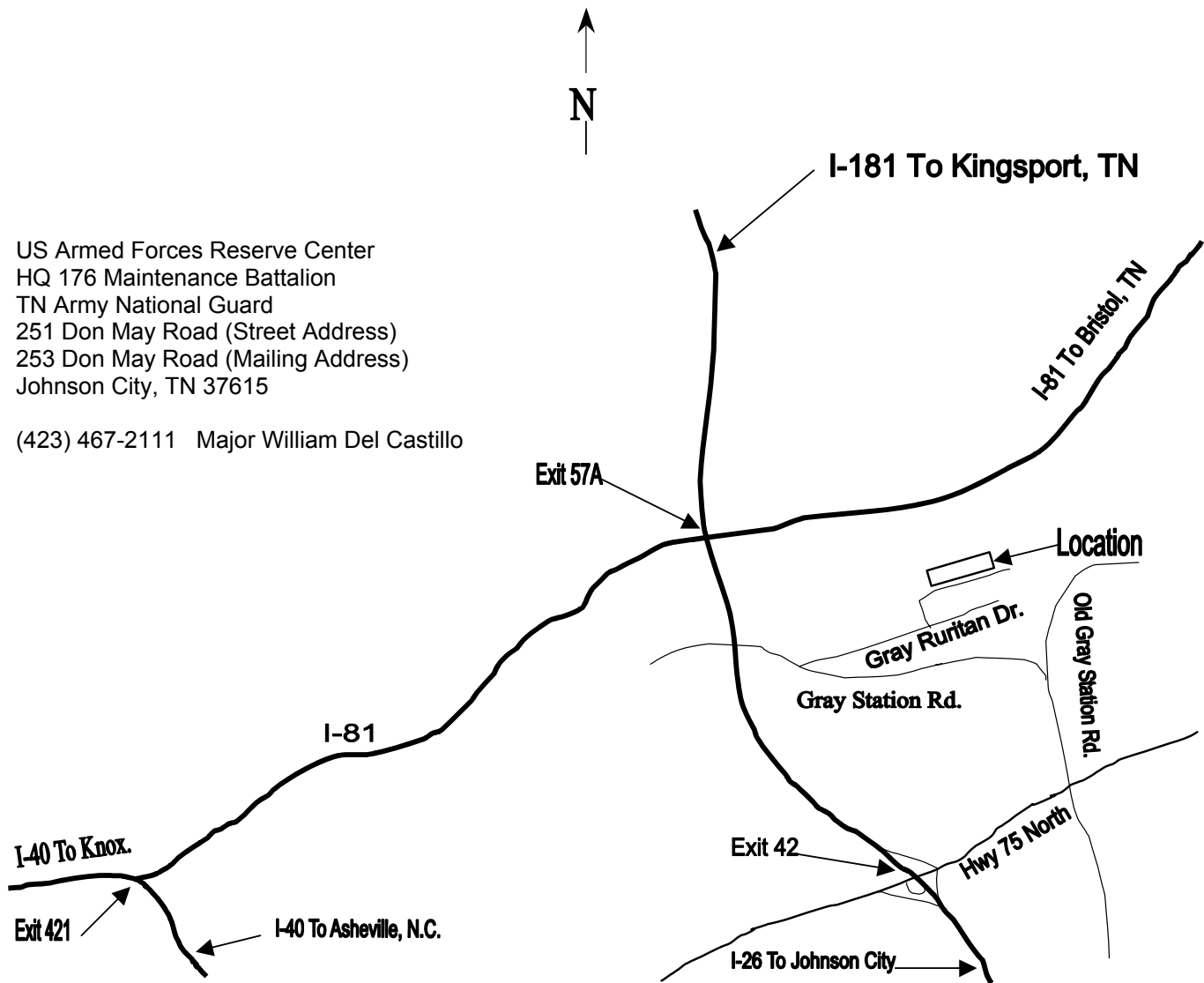
### Note item [7b]:

In example, column headed "UP" indicates that response was given to all unit prices.

<b>BID TAB</b> CPM Jan 97 Std	Page 1 of 1	Addenda Issued: 2	Contract Time: 120	Liquidated Damages: 300	C A M S	4 5 6 7
Bids opened in: Nashville	Target: 	M.A.C.C.	Pursuant to the invitations to Bid for ...  bids and modifications must have been received here by ...  I thus declare the bidding closed and will now proceed to open and read the bids and modifications received.			BASE BID
Designer represented by: 	Owner Agency represented by: 	Bid opening conducted by: 	Subcontractors Plmb HVAC Elec Plmb			10 9
Bidder of Record name, city, license number			8b			3b



**TRI-CITIES REGION** map to the bid opening location



**Suggested route from Knoxville:**

Take I-40 East to exit 421 onto I-81 North.

Take I-81 North to exit 57A onto I-26 South toward Johnson City.

Take exit 42 Hwy 75, Gray, at the end of the loop ramp turn right on Hwy 75 North (toward Gray and Airport).

Turn left at the 2<sup>nd</sup> traffic light onto OLD GRAY STATION ROAD, (this is old Hwy 75 North, to the Fairgrounds).

Approx. 0.5 miles turn left onto GRAY STATION ROAD.

Approx. 0.5 miles turn right onto GRAY RURITAN DRIVE, (the Gray Volunteer Fire Dept. will be on the left).

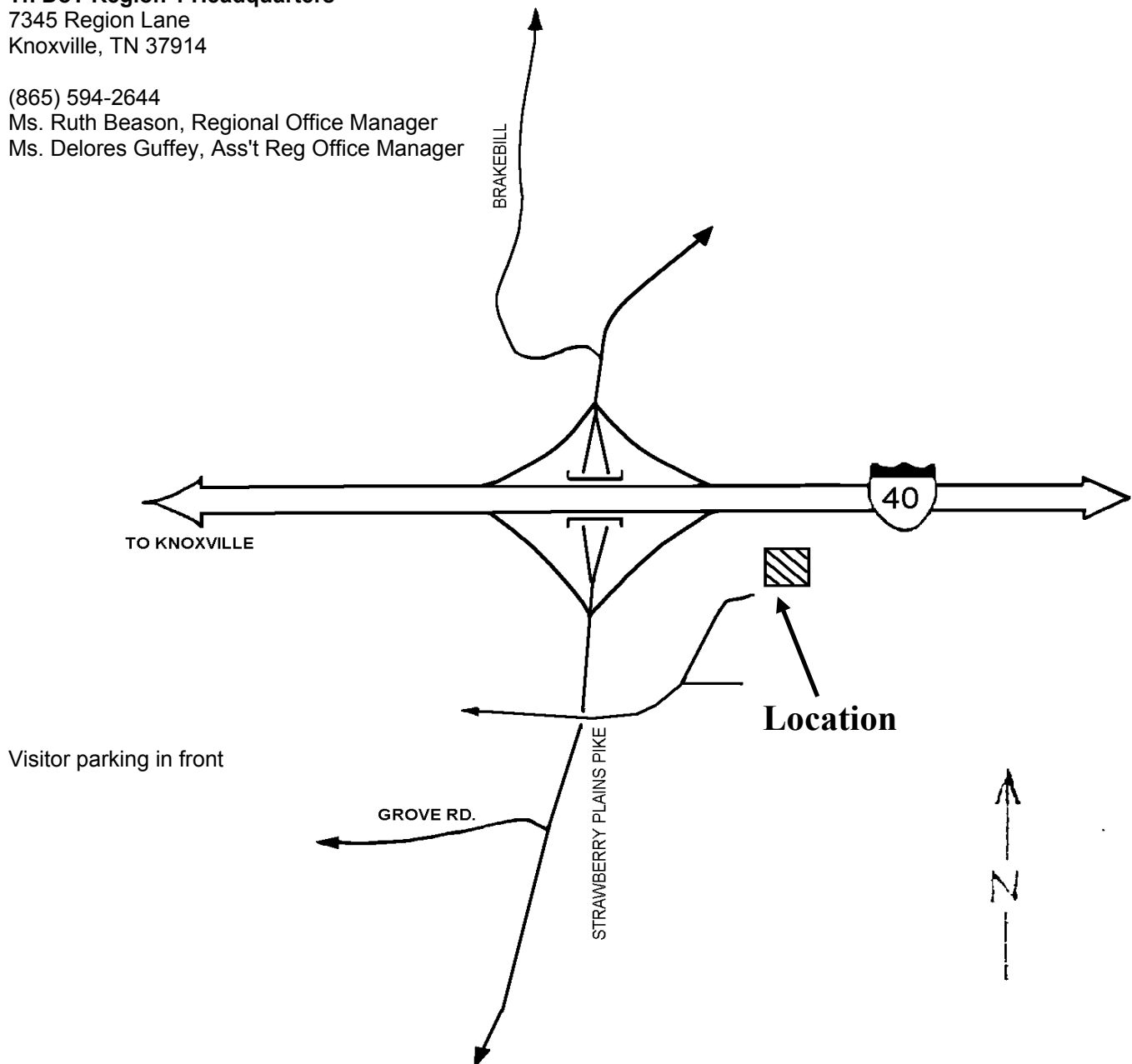
Go about 200 yards turn left to the US ARMED FORCES RESERVE CENTER (on the hill).

**Tn DoT Region 1 Headquarters**

7345 Region Lane  
Knoxville, TN 37914

(865) 594-2644

Ms. Ruth Beason, Regional Office Manager  
Ms. Delores Guffey, Ass't Reg Office Manager



**Suggested route from West of Knoxville:**

From I-40 Eastbound take Strawberry Plains Pike Exit 398

Go South ( right ) at the end of the ramp.

At the first Intersection turn East ( left ) almost immediately after exiting ramp.

**CHATTANOOGA REGION** map to the bid opening location

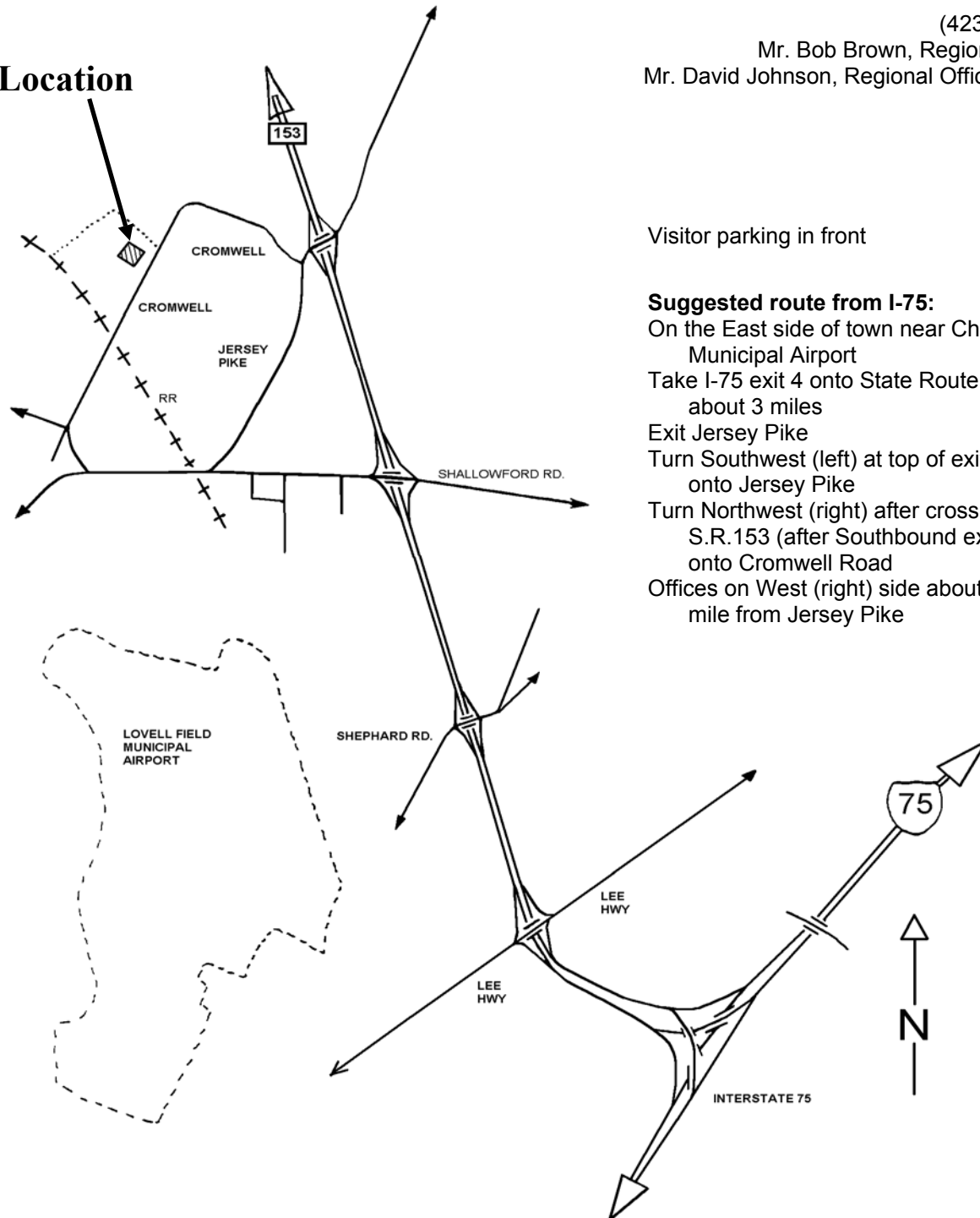
**Tn DoT Region 2 Headquarters**

Bureau of Operations Building  
4005 Cromwell Road  
Chattanooga, TN 37421

(423) 892-3430

Mr. Bob Brown, Regional Director  
Mr. David Johnson, Regional Office Manager

**Location**



Visitor parking in front

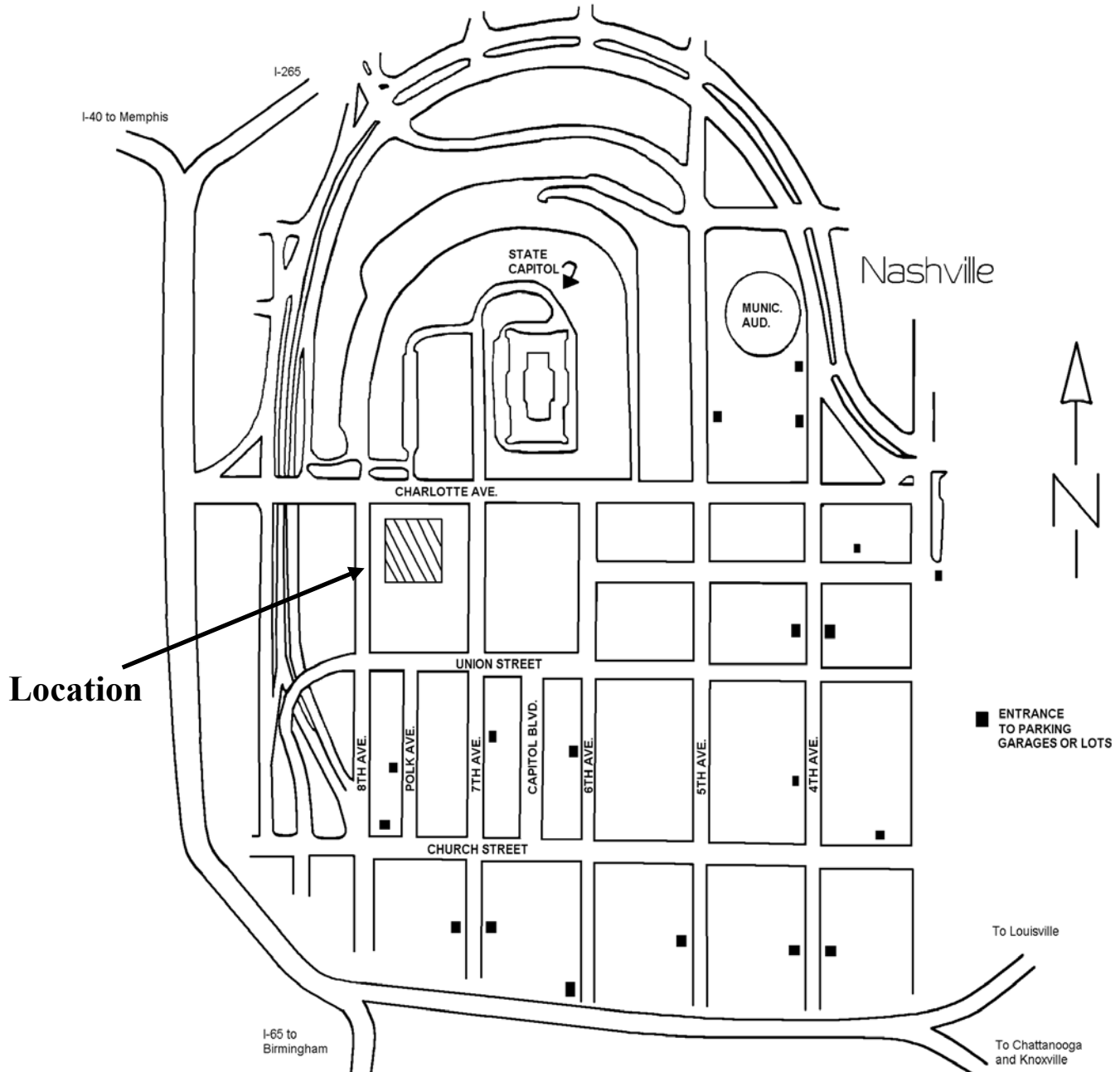
**Suggested route from I-75:**

On the East side of town near Chattanooga  
Municipal Airport  
Take I-75 exit 4 onto State Route 153 North  
about 3 miles  
Exit Jersey Pike  
Turn Southwest (left) at top of exit ramp  
onto Jersey Pike  
Turn Northwest (right) after crossing  
S.R.153 (after Southbound exit ramp)  
onto Cromwell Road  
Offices on West (right) side about 8/10ths  
mile from Jersey Pike

**William R. Snodgrass Tennessee Tower**  
Conference Center North, Robertson Room  
3<sup>rd</sup> Floor, 312 Eighth Avenue North  
Nashville, TN 37243

NOTE: Parking is difficult to find, access into the building is restricted to the 7th Avenue 3<sup>rd</sup> Floor entry, and visitors must sign in at the security desk; so allow for plenty of time for arrival.

(615) 741-4034  
Mr. Richard Marr, Bidding Administrator





## JACKSON REGION map to the bid opening location

### Tn DoT Region 4 Headquarters

300 BenchMark Place  
Jackson, TN 38301

(731) 935-0162

Mr. Johnny Utley, Regional Office Manager

Ms. Peggy Anderson, Ass't Reg. Office Manager



Visitor parking in front

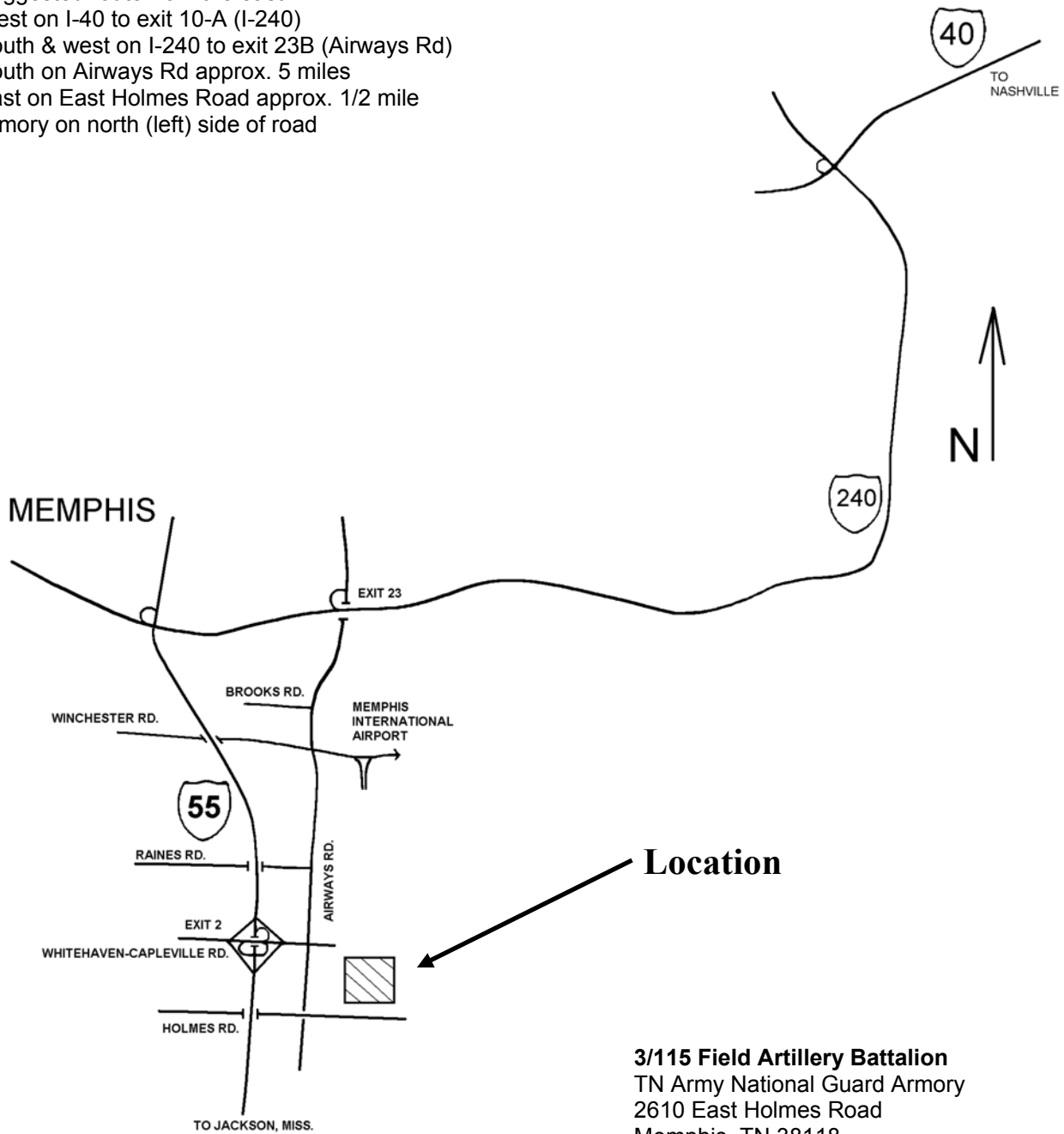
#### **Suggested route from I-40:**

Take I-40 exit 76 onto State Route 223 Southbound.

Turn East (left) onto Lower Brownsville Rd.

Turn East (left) off of Lower Brownsville Rd to TN Dot

Suggested route from the east:  
 West on I-40 to exit 10-A (I-240)  
 South & west on I-240 to exit 23B (Airways Rd)  
 South on Airways Rd approx. 5 miles  
 East on East Holmes Road approx. 1/2 mile  
 Armory on north (left) side of road



**Location**

**3/115 Field Artillery Battalion**  
 TN Army National Guard Armory  
 2610 East Holmes Road  
 Memphis, TN 38118

(901) 543-7871 CW2 Tim Vickers

### A. Change Order Form and Content:

1. **The Owner produces the Change Order.** Change Orders shall be written on the form specified in sections 01250 - 01259
2. **The Change Order document will include:**
  - a. Description of the change(s) in Work, either completely or briefly, with reference to a fully descriptive attachment; and, identifying prior Directive or Construction Change Authorization, if applicable.
  - b. Statement of the change(s) in Contract Sum and Contract Time, both per item and total. The brief summary of changes in Contract Sum and Contract Time provided at the bottom of the form does not take the place of the statement included in the body of the form.
  - c. Separate items for extensions of time unrelated to change in Work, such as delays or suspensions.
  - d. Reference to attachments (See paragraph 6.10.B Change Order Attachments.)
3. **Pagination:**
  - a. Single-page change orders with attachments are preferred. In the example change order to follow, differing compositions are used to maintain a single primary page.
  - b. If multiple pages are necessary, use the top half of the form at the top of every page, and the bottom half of the form at the bottom of the last page. Cite the project title (and number), change order number, and "page [page] of [total pages]" at the top of every page of a multi-page change order.
4. **Signatures of the Owner depend on Contracting Agency, thus:**
  - a. The CPM Assistant Commissioner, or authorized designee, is required to sign.
  - b. For a Contracting Agency other than TN Dept. of Finance & Administration, the head of the Agency is required to sign; and customarily, other representatives of the Contracting Agency who signed the original agreement may be required to sign also.

### B. Change Order Attachments

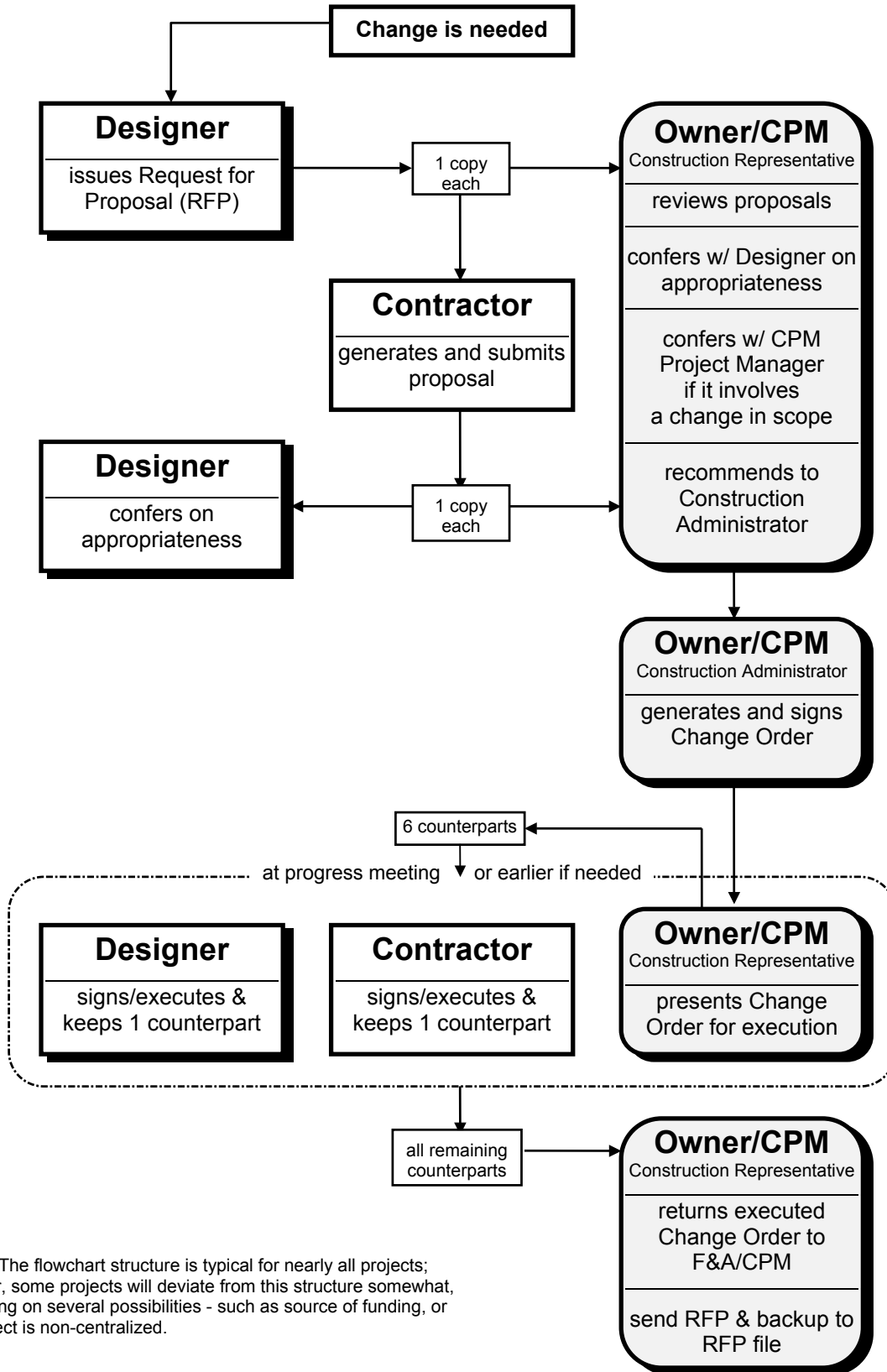
1. **Every document attached to a change order must be referenced in it.** Reference may be indirect, such as a referenced attachment making further reference to another attachment.
2. **Attachment references** should be adequately descriptive to provide a clear meaning of its contents - a reference such as "Attachment A" is inadequate. If an attachment addresses multiple changes or issues, each item should have an adequate sub-reference.
3. **Attachment contents** should be limited to a complete description of the proposed change(s) in the Work. If at all possible, no issues or items should be included which are not associated with the contents of the change order.
4. **General Reference Attachment** should be used to further reference and organize multiple attachments. This should be a dated letter or similarly formalized document from the Designer. When properly applied, this is the only attachment actually referenced in the change order form. For each item, this "master attachment" repeats the brief information from the body of the change order, and adds justification, fuller description, and detailed references.

### C. Processing Change Orders and Directives:

1. **CPM prepares and signs a minimum of six (6) counterparts.** If the Contracting Agency is TN F&A, CPM sends to Construction Representative; otherwise, CPM sends to Contracting Agency, which signs and sends to Designer.
2. Ideally, Designer and Contractor sign at Progress Meeting, and each retains a counterpart.
3. If the Contracting Agency is TN F&A, Designer returns four (4) counterparts to the CPM Construction Representative.



## Change Order Process Flow Chart



NOTE: The flowchart structure is typical for nearly all projects; however, some projects will deviate from this structure somewhat, depending on several possibilities - such as source of funding, or the project is non-centralized.



**A. Microfilm Specifications:****1. Media Format:**

- a. **Furnish one (1) complete 35mm negative image** (dark background, light lines).
- b. The Original shall be record quality, silver negative, fully processed film. Image background density of the original camera negative shall be in the 1.1 to 1.35 range as measured with a densitometer. Resolution of the original camera negative shall be a minimum of 112 lines per millimeter as measured by exposing the National Bureau of Standard's Microscopy Resolution Test Chart at the beginning and end of each roll of the microfilm.

**2. Procedure:**

- a. **At the start of the filming** of drawings, shoot a frame of a flat Architect's scale and Engineer's scale to establish the scale of reduction of drawings.
- b. The Project Manual, and other small size documents may be grouped "eight up" for filming, similar to "Scan".

**B. Compact Disk Specifications:****1. Media Format:**

- a. **Furnish three (3) complete renditions** in electronic format on CD-R.
- b. CD-R media shall be of highest quality, utilizing phthalocyanine dye and gold reflective layer in the manufacturing process. CD-R's manufactured with cyanine dye and aluminum reflective layer are not acceptable.

**2. Storage, View and Retrieval Requirements:**

- a. Files shall be saved in their native file format and contained in a single database.
- b. Database shall be self-contained on the CD-R with all required software to search, view and retrieve all files contained in the database without necessitating the use of additional software.
- c. Database shall have the capability for password protection.
- d. Retrieved files must be able to be launched from the CD back into the software application that created the file, or into another compatible application to allow for revisions to be created.
- e. Retrieved files shall be capable of being copied as a saved file in the native file format - the original archived copy cannot be moved or changed.

**3. Database Software:**

- a. Approved Products:
  - 1. **"Alchemy"**, latest version.
  - 2. **"kWise"**, latest version.
- b. Other software meeting the above requirements may be submitted to CPM for approval.
- c. Check with CPM for known vendors able to provide the required services.

**CHAPTER 7 END**



# SAMPLE BUILDING PLAQUE

This is a sample building plaque for a project approved in 1996. Note that all State Building Commission members who were in office at the time the project was approved, and up until the completion of the project, are listed, along with their complete dates of service. Only the current members are listed without dates of service.

**(BUILDING NAME)**

Dedicated (Date)

## STATE BUILDING COMMISSION

GOVERNOR

Phil Bredesen

Don Sundquist 1995-2002

LIEUTENANT GOVERNOR

John S. Wilder

SPEAKER OF THE HOUSE OF REPRESENTATIVES

Jimmy Naifeh

COMPTROLLER OF THE TREASURY

John G. Morgan

William R. Snodgrass 1955-1999

SECRETARY OF STATE

Riley Darnell

STATE TREASURER

Dale Sims

Steve Adams 1987-2003

COMMISSIONER OF FINANCE AND ADMINISTRATION

Dave Goetz

C. Warren Neel 2000-2003

John D. Ferguson 1996-2000

STATE ARCHITECT

Michael A. Fitts

GENERAL CONTRACTOR

(Name)

ARCHITECT

(Name)

(USER AGENCY NAME)

*(Agency head, or other personnel whom the Agency head deems appropriate)*

- Prior to beginning plaque design work, Owner and Designer should consult with the State Architect for the appropriate listing of names, other wording, and design concept.
- The State Architect will make final approval of the plaque design.

# FRONT-END CHECKLIST

for General Work, **July 2004 Version**

<b>PROJECT:</b>     Project No.
--

<b>DESIGNER</b> Name/Submittal Date:  
<b>REVIEWER</b> Name/Review Date:  

FOR EACH ITEM: check box to show completion, or mark "N" for "Not applicable", or provide comments as desired by reference number.

## 00001 Cover / Title Page

- ☐ Correct Project Title & number shown
- ☐ Date consistent w/ Dwgs, Seals, signatures
- ☐ Contracting Agency correctly identified
- ☐ Designer correctly identified
- ☐ Designer & consultants seals & signatures

## 00010 Table of Contents

- ☐ Lists all documents bound in manual

## 00015 List of Drawings

- ☐ Lists all documents not bound in manual

## 00110 Advertisement for Bids

- ☐ Use or follow **CPM Jan-2002 00110**

## 00130 Invitation to Bid

- ☐ Use or follow **CPM Jan-2002 00130**
- ☐ Full Project name & number
- ☐ Designer name, addr, contact person, phone
- ☐ Brief Proj Desc (adequate & < 25 words)
- ☐ Pre-Bid Conference information
- ☐ Mailed bids attention
- ☐ Bid opening location
- ☐ Bid Time and Date
- ☐ Plan Rooms name & city; no address & phone
- ☐ Plan Deposit identified or says not required

## 00200 Instructions to Bidders

- ☐ Use **CPM July-2004 00201**
- ☐ If NGB Military Project:
  - ☐ Add **CPM Jan-2002 00213**
- ☐ If includes Maintenance Agreement:
  - ☐ Add **CPM July-2004 00214**
- ☐ If includes Underground Tank Removal:
  - ☐ Add **CPM July-2004 00215**
- ☐ If Work is at more than one location:
  - ☐ Add **CPM Jan-2002 00216**, and
  - ☐ Add **CPM Jan-2002 00226**

## 00300 Information Available to Bidders

- ☐ If geotechnical data available:
  - ☐ Use **CPM Jan-2002 00325**
- ☐ If hazardous materials data available:
  - ☐ Use **CPM Jan-2002 00335**
- ☐ Use **CPM July-2004 00345**

## 00400 Bid Form

- ☐ Use **CPM July-2004 00401**; or,
  - ☐ follow **CPM July-2004 00401 Gde**
- ☐ Project Title and number on all pages
- ☐ Roof Bond amount (or %) identified, if appl.
- ☐ Contract Time identified
- ☐ Liquidated Damages identified
- ☐ If alternates utilized:
  - ☐ Not more than 3;
  - Additive & in order of priority; and,
  - Supported by Section 01230;
- ☐ If unit prices utilized:
  - ☐ supported by Section 01271;
- ☐ If includes Maintenance Agreement:
  - ☐ Add or utilize **CPM Jan-2002 00408**
- ☐ If NGB Military project:
  - ☐ Add **CPM Jan-2002 00437**

## 00500 Agreement Forms

- ☐ Use **CPM Jan-2002 00501**; or,
- ☐ If Military NGB project:
  - ☐ Omit CPM 00501;
  - ☐ Use **CPM Jan-2002 00507**; and,
  - ☐ Use **CPM Jan-2002 00547** Corp Auth Cert
- ☐ Use **CPM Jan-2002 00521** Agreement form
- ☐ Use **CPM Jan-2002 00543** ACH form
- ☐ Use **CPM Jan-2002 00545** Sub W-9 form

## 00600 Bonds

- ☐ Use **CPM Jan-2002 00615**
- ☐ If roof involved subject to State Roof Bond:
  - ☐ Use **CPM Jan-2002 00640**

## 00700 General Conditions

- ☐ **AIA Document A201, 15th Edition, 1997**

## 00800 Supplementary Conditions

- ☐ Use **CPM July-2004 00801**, or;
- ☐ If Federal Funded: omit CPM 00801, and;
  - ☐ If civilian, add **CPM 00813**; or,
  - ☐ If Military NGB, add **CPM 00817**
  - ☐ Include **Federal Wage Rates** with either
- ☐ If site NOT located on State-owned property:
  - ☐ Add **CPM Jan-2002 00827** for Contr Insur
- ☐ Use **CPM July-2004 00833** for Wage Determin
- ☐ Use **CPM July-2004 00835** Bldg Rates; or,
  - ☐ **CPM July-2004 00837** Hwy Rates

Item	Comments

**01100 Summary**

- ☐ Summarizes Work  
☐ Alternates NOT addressed  
☐ Delineates Contractor use of premises  
☐ Describes Owner occupancy

**01210 Allowances**

- ☐ If Allowances specified:  
     ☐ Use **CPM Jan-2002 01210**; and,  
     supported by Div 02-16 specs.

**01230 Alternates**

- ☐ If Alternates specified:  
     ☐ Use **CPM Jan-2002 01230**;  
     Not more than 3; and,  
     Additive and in order of priority

**01250 Modification Procedures**

- ☐ Use **CPM Jan-2002 01250** Mod. Procedures  
☐ Use **CPM Jan-2002 01252** Weather Delays  
☐ If project is strictly re-roofing:  
     ☐ Omit CPM 01252;  
     ☐ Use **CPM Jan-2002 01253**  
☐ Use **CPM Jan-2002 01256** Change Order form  
☐ Use **CPM Jan-2002 01258** Itemization form

**01270 Unit Prices**

- ☐ If Unit prices specified:  
     ☐ Use **CPM Jan-2002 01271**;  
     Quantities & Units specified;  
     supported by Div 02-16 specs; and,  
     ☐ Stipulated or solicited in Bid Form

**01290 Payment Procedures**

- ☐ Use **CPM Jan-2002 01290** Pay Procedures  
☐ Use **CPM Jan-2002 01295** Schedule of Values

**01310 Project Management & Coordination**

- ☐ Use **CPM Jan-2002 01310** Project Meetings  
☐ If includes Owner Commissioning Agent:  
     ☐ Use **CPM Jan-2002 01316** Comm Coord

**01320 Construction Progress Documentation**

- ☐ Use **CPM Jan-2002 01321** Progress Schedules  
☐ If includes Owner-Assisted Scheduling:  
     ☐ Omit CPM Jul 01 01321, and,  
     ☐ Use **CPM Jan-2002 01326**

**01330 Submittal Procedures**

- ☐ Designer provides  
☐ As required, provide coordinating section 01340 on  
     Shop Drawings, Product Data, and Samples, and  
     other pertinent sections  
☐ If includes Owner Commissioning Agent:  
     ☐ Use **CPM Jan-2002 01336** Comm Submit

**01350 Special Procedures**

- ☐ If includes asbestos abatement:  
     ☐ Use **CPM Jan-2002 01355**  
☐ If site is Detention facility:  
     ☐ Use **CPM Jan-2002 01356**  
☐ If site is Mental Health/Disabilities facility:  
     ☐ Use **CPM Jan-2002 01357**

**01390 Administrative Logs**

- ☐ Use **CPM Jan-2002 01391**  
☐ If includes asbestos abatement:  
     ☐ Omit CPM Jul 01 01391  
     ☐ Use **CPM Jan-2002 01395**

**01410 Regulatory Requirements**

- ☐ Use **CPM July-2004 01411**; or,  
☐ Designer provides including provisions  
     identical to standard paragraph 1.01.A

**01450 Quality Control**

- ☐ Use **CPM Jan-2002 01451** Testing Lab Svcs  
☐ Or Designer provides as needed  
☐ If includes asbestos abatement:  
     ☐ Use **CPM Jan-2002 01452** Test Lab Svcs

**01500 Temporary Facilities and Controls**

- ☐ Designer provides if needed  
☐ If includes Owner-Assisted Scheduling:  
     ☐ Use **CPM Jan-2002 01525** Field Offices

**01600 Product Requirements**

- ☐ Use **CPM Jan-2002 01625** Product Opts & Subst  
☐ Or Designer-provided equal  
☐ Use **CPM Jan-2002 01632** Subst Request form  
☐ Or Designer-provided equal

**01700 Execution Requirements**

- ☐ Designer provides **Field Engineering**, if needed  
☐ Designer provides **Cleaning**, if needed  
☐ Designer provides **Starting & Adjusting**, if needed  
☐ Use **CPM Jan-2002 01770** Contract Close-out  
☐ If includes Owner Commissioning Agent:  
     ☐ Use **CPM Jan-2002 01776** Comm Close-out

**01780 Closeout Submittals**

- ☐ Use **CPM Jan-2002 01781**; or,  
☐ Akin to **CPM Jan-2002 01781 Gde.**  
☐ If roof work involved:  
     ☐ Use **CPM Jan-2002 01785** Roof Data  
☐ If roof subject to standard warranty:  
     ☐ Use **CPM Jul-2002 01786** Roof Warranty  
     incl. project no. & components checked  
☐ Use **CPM Jan-2002 01788** Sub & Supplier list

**01800 Maintenance Agreements**

- ☐ Use **CPM Jan-2002 01821** Demo. & Training  
☐ Use **CPM Jan-2002 01830** O & M Agree  
☐ If for alarm systems, use:  
     ☐ **CPM Jan-2002 01841**; and,  
     ☐ **CPM Jan-2002 01842**  
☐ If for elevators, use:  
     ☐ **CPM Jan-2002 01843**; and,  
     ☐ **CPM Jan-2002 01844**  
☐ If for audio/visual systems, use:  
     ☐ **CPM Jan 2002 01845**

Item	Comments



## Appendix Two BIDDING DOCUMENTS

for General Work using CPM Standard documents

### REFERENCE TABLE

**CODE KEY:** File Code: CPM website file download type **.doc** = editable MSWord file **.pdf** = read only.  
Use Code: Category types designating characteristic usage **Std** used in all manuals.

File Code	Use Code		BIDDING REQUIREMENTS	Pages
<b>.doc</b>	<b>Std</b>	<b>00110</b>	Advertisement for Bids .....	1
<b>.doc</b>	<b>Std</b>	<b>00130</b>	Invitation to Bid .....	1
<b>.pdf</b>	<b>Std</b>	<b>00201</b>	Instructions to Bidders .....	2
<b>.pdf</b>	Federal MIL	<b>00213</b>	Supplementary Instructions to Bidders.....	1
<b>.pdf</b>	Svc Agr	<b>00214</b>	Supplementary Instructions to Bidders.....	1
<b>.pdf</b>	HazMat	<b>00215</b>	Supplementary Instructions to Bidders.....	1
<b>.pdf</b>	Multi-Site	<b>00216</b>	Supplementary Instructions to Bidders.....	1
<b>.doc</b>	Multi-Site	<b>00226</b>	Subcontractor Multi-Site Bidding Form.....	1
<b>.doc</b>	Geotech	<b>00325</b>	Geotechnical Data .....	1
<b>.doc</b>	HazMat	<b>00335</b>	Hazardous Materials Data .....	1
<b>.pdf</b>	Std	<b>00345</b>	Disqualified Contractors and Subcontractors.....	1
<b>.doc</b>	<b>Std</b>	<b>00401</b>	Bid Form .....	2
<b>.doc</b>	<i>Gde</i>	<b>00401</b>	Bid Form <i>Guide</i> .....	3
<b>.doc</b>	Svc Agr	<b>00408</b>	Bid Form Supplement.....	1
<b>.pdf</b>	Federal MIL	<b>00437</b>	Bid Breakdown .....	2
<b>CONTRACT FORMS</b>				
<b>.pdf</b>	<b>Std</b>	<b>00501</b>	Agreement Forms .....	1
<b>.pdf</b>	Federal MIL	<b>00507</b>	Agreement Forms .....	1
<b>.pdf</b>	<b>Std</b>	<b>00521</b>	Standard Form of Owner / Contractor Agreement .....	4
<b>.pdf</b>	<b>Std</b>	<b>00543</b>	Authorization Agreement for Automatic Deposits .....	2
<b>.pdf</b>	<b>Std</b>	<b>00545</b>	Substitute W-9 Form.....	1
<b>.pdf</b>	Federal MIL	<b>00547</b>	Corporate Authority Certificate .....	1
<b>.pdf</b>	<b>Std</b>	<b>00615</b>	Contract Bond.....	2
<b>.pdf</b>	Roof <b>Std</b>	<b>00640</b>	Three Year Roof Bond.....	2
<b>CONDITIONS OF THE CONTRACT</b>				
<b>.pdf</b>	<b>Std</b>	<b>00701</b>	General Conditions Marker .....	1
<b>.pdf</b>	<b>Std</b>	<b>00801</b>	Supplementary Conditions .....	8
<b>.pdf</b>	Federal	<b>00813</b>	Supplementary Conditions .....	12
<b>.pdf</b>	Federal MIL	<b>00817</b>	Supplementary Conditions .....	12
<b>.pdf</b>	Property Ins	<b>00827</b>	Additional Supplementary Conditions .....	1
<b>.pdf</b>	<b>Std</b>	<b>00833</b>	Additional Supplementary Conditions .....	1
<b>.pdf</b>	Bldg <b>Std</b>	<b>00835</b>	Additional Supplementary Conditions .....	2
<b>.pdf</b>	Road <b>Std</b>	<b>00837</b>	Additional Supplementary Conditions .....	1



# INSTRUCTIONS TO BIDDERS

## BIDDING DOCUMENTS

**1.1** Bonafide prime Bidders and major subcontractors may obtain one Bid Pack, including Bidding Documents, Bid Envelope, and Bid Form, in accordance with provisions of the Invitation to Bid.

**1.2** Individuals or firms securing Bid Packs become Bidders of Record, are automatically issued subsequent addenda, and will have deposit refunded upon returning complete Bidding Documents unmarked and in good condition within 15 days after the scheduled opening of bids. Bidders of Record who do not submit a bid are also required to return the unused Bid Envelope. Upon failure to meet these conditions, deposit shall be forfeited.

**1.3** Bidders of Record may obtain additional copies of Bidding Documents at cost from Designer, but costs will not be refundable.

## EXAMINATION

**2.1** Bidders shall carefully examine site and documents to obtain first-hand knowledge of existing conditions and Work proposed. Copies of standards referenced in Project Manual are available for review through Designer's office.

**2.2** Contractor will not be given extra payment for conditions which can be determined by examining site and documents.

## QUESTIONS

**3.1** Bidders shall submit questions about bidding documents to Designer in writing. Replies will be issued to Bidders of Record by addenda and will become part of Contract Documents. Designer and Owner will not make oral clarifications.

**3.2** Questions must be received by Designer at least six calendar days before bid opening date.

**3.3** Normal practice is that no addenda affecting pricing will be issued less than three calendar days before bid opening date.

## SUBSTITUTIONS

**4.1** Substitutions before receipt of bids shall be as identified in Supplementary Conditions and Division 1 specifications. To request pre-bid approval of substitution, data required by Designer for evaluation must be received 10 calendar days before date set to receive bids. Acceptable substitutions will be identified in addenda.

**4.2** Bidders submitting bids in reliance upon a substitution when the substitution has not been approved prior to bidding do so at their own risk.

## LIQUIDATED DAMAGES AND TIME

**5.1** Conditions for liquidated damages are established in Supplementary Conditions. Time for completion and amount of liquidated damages are identified in Bid Form.

## LICENSING AND QUALIFICATIONS

**6.1** Bidders shall be familiar with the Contractors Licensing Act of 1976, as currently amended (codified in Tennessee Code Annotated Sections 62-6-101, et seq.). A contract will not be awarded to a bidder whose bid is in conflict with state licensing law.

**6.2** In compliance with Tennessee Code Annotated Section 50-9-114(a), prospective bidders are advised that the Owner does not operate a certified drug-free workplace program providing for testing.

**6.3** Bids submitted for this project shall not include a contractor or subcontractor that is disqualified from participating in State construction projects under the supervision of the State Building Commission. As a matter of public record, the State Architect maintains a list of those that are disqualified, and the Owner endeavors to include a current copy of that list in the Bidding Requirements for its projects as Information Available to Bidders. Failure to include a current list shall not negate the effect of disqualification.

## PRE-BID CONFERENCE

**7.1** Pre-Bid Conference may be held approximately 10 days prior to bid opening date at time and place to be announced. Bidders of Record will be notified in writing whether or not a pre-bid conference will be held.

## BID FORM

**8.1** Make bids on an unaltered bid form furnished by the Designer in Bid Pack and duplicated in Project Manual. Submit one Bid Form. Failure to completely fill out Bid Form may cause bid to be rejected.

**8.2** If a Bidder chooses not to bid an Alternate, Unit Price, or Base Bid in a multiple Base Bid project, write "no bid" in the space. To indicate availability of an Add Alternate at no additional charge, write "no charge" in the space. Additional stipulations or qualifications on Bid Form may cause bid to be rejected.

**8.3** Bid Form shall be signed by person or persons legally authorized to bind Bidder to contract.

## BID SECURITY

**9.1** Bid Security is required in the amount of five percent (5%) of total amount bid, including alternates, made payable to State of Tennessee.

**9.2** Bid Bonds shall be issued by Surety company licensed to do business in Tennessee by Tennessee Department of Commerce and Insurance, and shall have certified and current Power-of-Attorney for Attorney-in-Fact attached.

**9.3** Checks shall be certified or cashier's.

**9.4** Owner may retain Bid Security of bidders to whom award is being considered until either (a) Contract has been executed, or (b) specified time has elapsed so that bid is not binding, or (c) bid has been rejected. If Bidder refuses to enter into Contract or fails to furnish all required attachments properly executed, the amount of bid security shall be forfeited to Owner as liquidated damages, not as penalty.

## BID SUBMITTAL

**10.1** Submit Bid Form, with required attachments, in Owner's Bid Envelope furnished by Designer in Bid Pack. Bidder shall fill in blank spaces on face of Envelope, except blank provided for Designer's approval.

**10.2** If any work, regardless of dollar value, is required for Plumbing, HVAC or Electrical, list subcontractor that will perform that work. If Bidder will perform that work with Bidder's own forces, fill in Bidder's name as subcontractor. If no work is required in a category, write "N/R" (None Required) or "N/A" (Not Applicable) in space provided for subcontractor(s).

**10.3** Provide state contractor license number, expiration date, and applicable classifications for Bidder and listed subcontractors, as applicable by state licensing law. If the value of subcontractor's work is such that no license is required, and subcontractor is unlicensed, fill in "N/A" in the license number column, but still fill in name.

**10.4** Bidders are solely responsible for ensuring that bids are received by the time and at the place identified for receipt of bids. A bid sent by mail shall be enclosed in an envelope clearly marked "Bid Envelope Enclosed". Bids received late will be returned unopened.

### **RECEIPT AND OPENING OF BIDS**

**11.1** Bids will be received and opened at time and place identified in Invitation to Bid.

### **WITHDRAWAL AND MODIFICATION PRIOR TO CLOSE OF BIDDING**

**12.1** Bids, once submitted, may be withdrawn or modified before the scheduled opening time only upon receipt of request signed by a person legally authorized to bind bidder to contract. If bid is withdrawn, it may not be resubmitted. Modification to a bid amount may be made as "add" or "deduct" only. Oral, telephonic or telegraphic withdrawal or modification will not be considered. After time and date designated for receipt of bids, bid may not be modified during time period stipulated in Bid Form.

### **POST-BID WITHDRAWAL OF BID FROM CONSIDERATION DUE TO MISTAKE**

**13.1** Request to withdraw bid due to mistake must be in writing to Capital Projects Management, delivered in person or postmarked certified or registered mail not later than twenty-four hours after the time fixed for receipt and opening of bids. Request shall acknowledge that bidder refuses to enter into contract based on bid and intends to submit original work papers, documents, and materials used in preparation of the bid in like manner within five working days following date of bid opening.

**13.2** Bidder making such request will be removed from consideration for award of contract; and, a duly appointed review panel shall consider whether forfeiture of Bid Security should be waived.

### **CONSIDERATION OF BIDS**

**14.1** To be considered, Bids shall be made in accordance with these Instructions to Bidders. Failure to comply with these bidding requirements may cause bid to be rejected.

**14.2** The Owner reserves right to: reject Unit Prices proposed in a bid without invalidating other portions of bid; reject a bid which does not provide all required Unit Prices; waive informalities; and, reject any or all bids.

**14.3** It is Owner's intent to award contract, or multiple contracts in the case of multiple base bids, based upon lowest evaluated responsive bid submitted by responsible bidder for base bid plus alternates (if any) taken in order up to, but not to exceed the Bid Target. If the base bid of all bidders exceeds the established Bid Target, the low bidder is determined by the lowest base bid submitted by a responsible bidder irrespective of any alternates (if any) bid. When alternates are included in bidding, Bid Target will be announced at bid opening prior to opening bids. Alternates may be accepted or rejected at Owner's discretion, provided that final combination of base bid and accepted alternates does not change low bidder as established by above method.

**14.4** In the event of tie bids, preference will be given to in-state bidder over out-of-state bidder; and, if a tie still exists, successful bidder will be determined by chance.

**14.5** In the case of a multiple Base Bid, Owner may award a combined contract for the Work of more than one Base Bid if the same bidder is the successful low bidder on each.

### **POST BID INFORMATION**

**15.1** Each Bidder shall be prepared, if requested by Owner or Designer, to present evidence, within ten days of the request, of experience, qualifications, and financial ability to carry out the terms of the contract.

## **BONDS**

**16.1** Successful bidder shall provide Bonds as required by the bidding documents and in accordance with paragraph 11.5.1 of the Conditions of the Contract and paragraph 17.1 below. Bond forms shall be the State of Tennessee standard bond forms, which are sequenced in Project Manual as listed in Table of Contents. Contract Bond, if required, shall be in the amount of one hundred percent (100%) of the Contract Sum. Three Year Roof Bond, if required, shall be in an amount as stipulated on the Bid Form.

## **EXECUTION OF THE CONTRACT**

**17.1** If a Bidder is presented the written Agreement form for signing, then that Bidder shall deliver to the identified Owner's representative, within five calendar days after presentation, the required number of counterparts of the signed Agreement Form, Contract Bond (if required), Roof Bond (if required), certificates of insurance, and an "Authorization Agreement for Automatic Deposits (ACH Credits) Form" if such an authorization is not already on file with the Owner.

**17.2** For the purpose of computing time, the five days referred to in paragraph 17.1 commence the day after receipt of the agreement form by Bidder. Should the fifth day fall on a State holiday, or weekend, Bidder shall provide required documents as directed no later than the next working day; however, regardless of circumstances or causes for Bidder exceeding delivery time, Owner shall be entitled to either require forfeiture of bid security or to add for each day the Bidder exceeds the five day period a corresponding extra day in which to return a fully executed contract, which return will be considered effectuated by mailing Agreement to the Contractor within the required time plus any extensions provided herein.

## **AWARD OF THE CONTRACT**

**18.1** Presentation of Agreement form by Owner to bidder for signature does not constitute award of Contract. Contract shall not be considered awarded until Bidder has received a fully executed Agreement.

## **PARTICIPATION OF MINORITY-OWNED BUSINESSES**

**19.1** It is the express desire of the State Building Commission to include an emphasis on diversity in its contractual relationships with contractors for the construction, demolition or renovation of State projects under the jurisdiction of the Commission. The Commission acknowledges that firms who demonstrate and embrace diversity within their programs and policies are assisting the State in achieving its goals in building a more reflective marketplace of the community within this state.

**19.2** It is a requirement of all successful bidders on projects under the jurisdiction of the State Building Commission that they report to the Owner the names and amounts of contracts entered into with "Disadvantaged or Minority -Owned Businesses" on their contract with the Owner in order for the Owner to collect data on such participation

## **END OF INSTRUCTIONS TO BIDDERS**

# **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

## **MODIFICATIONS to the INSTRUCTIONS TO BIDDERS**

Following supplements modify, change, delete from or add to "Instructions to Bidders". Where an Article, Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplementary Instructions to Bidders, unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

### **CPM Std Instructions to Bidders**

#### **LICENSING AND QUALIFICATIONS**

(Add paragraph 6.4 to read as follows:)

**6.4** Bidder must exhibit qualifications and experience commensurate with the level of work required. Bidder should submit the following information to Designer no less than 14 days prior to bid opening for Designer's review:

- .1 Provide number of years in business for installation and maintenance of the type/kind of equipment contained in this project. Provide number of years firm has existed, and years operated in locale of this project.
- .2 List a minimum of five similar projects completed within the last five years. Provide name of each project, cost, address, and contact person at the site.
- .3 Work on equipment shall be performed by firms having specific experience in equipment renovations. Provide name of qualified firm with list of similar type projects for approval.

#### **CONSIDERATION OF BIDS**

(Add paragraph 14.6 to read as follows:)

**14.6** For purposes of determining the low bidder as set forth in paragraph 14.3, when a maintenance agreement is priced in the Bid Form and specified, the Base Bid shall be replaced by an amount equal to the sum of Bidder's stated Base Bid plus the total five-year Service Charges of the maintenance agreement. The resultant Contract Sum of construction agreement shall be only for the Base Bid plus accepted Alternates, and not include the Service Charges of the maintenance agreement. The resultant Maintenance Agreement shall be only for the Annual Service Charges, and include the Labor Rate Unit Costs.

#### **END of SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

**00214-1**

# **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

## **MODIFICATIONS to the INSTRUCTIONS TO BIDDERS**

Following supplements modify, change, delete from or add to "Instructions to Bidders". Where an Article, Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplementary Instructions to Bidders, unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

### **CPM Std Instructions to Bidders**

#### **LICENSING AND QUALIFICATIONS**

(Add paragraph 6.5 and 6.6 to read as follows:)

**6.5** For work associated with underground storage tanks, responsible Bidder or Bidder's sub-contractor for performing such work shall be approved by the Tennessee Department of Environment and Conservation, Division of Underground Storage Tanks, as a "Corrective Action Contractor" (CAC).

**6.6** For work associated with abatement of lead-containing materials, responsible Bidder or Bidder's sub-contractor for performing such work shall be certified by the Tennessee Department of Environment and Conservation, Division of Solid Waste Management.

#### **END of SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

**00215-1**

# DISQUALIFIED CONTRACTORS AND SUBCONTRACTORS

## LISTING OF DISQUALIFIED CONTRACTORS AND SUBCONTRACTORS:

1. These contractors and subcontractors are disqualified from participating in State construction projects under the supervision of the State Building Commission for the duration of the dates indicated. Such disqualification extends to succeeding or related corporations, partnerships, joint ventures, and other business organizations having substantial factual or legal connections, continuity, or identity with those that have been disqualified.
2. This list originates from the State Architect, and is deemed accurate as of the date of its issue, and may also be viewed on the F&A Web page at [www.state.tn.us/finance/cpm](http://www.state.tn.us/finance/cpm). A more current list may be available.
3. Debarment of a contractor or sub-contractor by any other state agency may be cause for debarment of award of a contract on projects under the jurisdiction of the State Building Commission. A listing of debarred contractors for the Department of General Services can be obtained through their office.

Name	Last known Address	Disqualified	
		From	Through
C&S Contractors	750 N. Broad Street, Suite 202, Cleveland, TN. 37311	8 May 2003	7 May 2006
City Roofing	4920 Pleasant Hill Road, Memphis, TN. 38118	8 May 2003	7 May 2006
Benny Neill Construction, LLC	325 Neill Cemetery Road, Savannah, TN. 38372	8 May 2003	7 May 2006
Ronnie Rex Wallace Construction	2686 Huntsville Hwy, Fayetteville, TN. 37334	8 May 2003	7 May 2006
Valley Wide Consolidated Construction, Inc.	114 ½ E. Washington Ave., Ste 4, Athens, TN. 37303	21 Aug 2003	20 Aug 2006

# BID FORM

**BID TO: STATE OF TENNESSEE**

**For the Project Titled:**

**A.** The Bidder acknowledges in submitting this bid that:

1. Bidder has received, read, and understands the Bidding Documents, has visited the site and become familiar with local conditions under which work is to be performed, has correlated observations with requirements of Bidding Documents, and makes this bid in accordance therewith.
2. Information Available to Bidders, identified in 00300 series documents in the Bidding Requirements, were prepared solely for Designer's use in design of this Work and have not been relied upon in the preparation of this bid. The use and interpretation of such information for any purposes is entirely the responsibility of the using party.
3. Contractors and Subcontractors that have been disqualified from participating in State Building Commission projects have not been included in this bid, and will not be allowed to perform work under the contract that may result.
4. The required Bid Security, in the amount of five percent (5%) of the total amount bid, is attached hereto.
5. Failure to complete Bid Form, provide required attachments, or comply otherwise with the Instructions to Bidders, may be cause for rejection of bid.
6. The person who signs this bid on behalf of the Bidder is required to be legally empowered to bind the Bidder to a Contract.
7. This Bidder's status, as required by State Building Commission Policy and Procedure paragraph 5.02, is:

\_\_\_\_\_ The Bidder and/or any of the Bidder's employees, agents, independent  
(True or False) contractors and/or proposed subcontractors have been convicted of, pled guilty to, or pled no lo contendre to any contract crime involving a public contract.

8. This Bidder's status, as required by State Building Commission Policy and Procedure paragraph 5.03, is:  
(This information is for reporting purposes only, and is not a factor in the evaluation of bids)

\_\_\_\_\_ The Bidder is certified as a "Disadvantaged or Minority -Owned Business".  
(Yes or No) If "Yes", then check the applicable:

- ☐ Minority Man Business Enterprise  
☐ Minority Woman Business Enterprise  
☐ Woman Business Enterprise  
☐ Handicapped/Disabled Business Enterprise

If Minority, check Classification:

- ☐ Native American ☐ African American  
☐ Asian Pacific American ☐ Hispanic American  
☐ Asian Indian American ☐ Other \_\_\_\_\_

Name of Certifying Agency: \_\_\_\_\_

9. This Bidder has received the following addenda:

Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____

**00401-1**

**BID FORM** continued  
For the Project Titled:

**B.** This Bidder agrees to:

1. Honor this bid for a period of forty-five (45) days following the date of the scheduled opening of bids.
2. Enter into and execute a contract, if presented on the basis of this bid, and furnish certificate(s) of insurance, bonds, and other documents related to the contract as required by the Bidding Documents.
3. If required by the Bidding Documents, furnish Three Year Roof Bond in the amount of:

4. Accomplish the Work in accordance with the Contract Documents.
5. Achieve Substantial Completion of the Work in accordance with the number of calendar days Contract Time set forth, allotted from and including the date stipulated in the Notice to Proceed; and, accept the conditions for Liquidated Damages in the amount set forth per calendar day.

Phase	Commencement	Contract Time	Liq. Damages
All	Notice to Proceed for all Work	Days	\$ Per Day

6. Complete the Work of this project for the lump sum of:

**BASE BID:**

\_\_\_\_\_ And \_\_\_\_\_ / 100ths Dollars

(Amount shown in both words and figures)

\$ \_\_\_\_\_

**Submitted by:**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

On behalf of:  
(Name of Bidder) \_\_\_\_\_

Federal Employer Identification Number (EIN) \_\_\_\_\_

Address \_\_\_\_\_  
(Street & Mailing Address)

Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

Email \_\_\_\_\_



# BID FORM

**BID TO: STATE OF TENNESSEE**  
**For the Project Titled:**

**A.** The Bidder acknowledges in submitting this bid that:

1. Bidder has received, read, and understands the Bidding Documents, has visited the site and become familiar with local conditions under which work is to be performed, has correlated observations with requirements of Bidding Documents, and makes this bid in accordance therewith.
2. Information Available to Bidders, identified in 00300 series documents in the Bidding Requirements, were prepared solely for Designer's use in design of this Work and have not been relied upon in the preparation of this bid. The use and interpretation of such information for any purposes is entirely the responsibility of the using party.
3. Contractors and Subcontractors that have been disqualified from participating in State Building Commission projects have not been included in this bid, and will not be allowed to perform work under the contract that may result.
4. The required Bid Security, in the amount of five percent (5%) of the total amount bid, is attached hereto.
5. Failure to complete Bid Form, provide required attachments, or comply otherwise with the Instructions to Bidders, may be cause for rejection of bid.
6. The person who signs this bid on behalf of the Bidder is required to be legally empowered to bind the Bidder to a Contract.
7. This Bidder's status, as required by State Building Commission Policy and Procedure paragraph 5.02, is:

\_\_\_\_\_ The Bidder and/or any of the Bidder's employees, agents, independent  
(True or False) contractors and/or proposed subcontractors have been convicted of, pled guilty to, or pled no lo contendere to any contract crime involving a public contract.

8. This Bidder's status, as required by State Building Commission Policy and Procedure paragraph 5.03, is:  
(This information is for reporting purposes only, and is not a factor in the evaluation of bids)

\_\_\_\_\_ The Bidder is certified as a "Disadvantaged or Minority -Owned Business".  
(Yes or No) If "Yes", then check the applicable:

- ☐ Minority Man Business Enterprise  
☐ Minority Woman Business Enterprise  
☐ Woman Business Enterprise  
☐ Handicapped/Disabled Business Enterprise

If Minority, check Classification:

- ☐ Native American  
☐ Asian Pacific American  
☐ African American  
☐ Asian Indian American  
☐ Hispanic American  
☐ Other \_\_\_\_\_

Name of Certifying Agency: \_\_\_\_\_

9. This Bidder has received the following addenda:

Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____

**00401-1**

**BID FORM** continued,  
for the Project titled:

**B.** This Bidder agrees to:

1. Honor this bid for a period of forty-five (45) days following the date of the scheduled opening of bids.
2. Enter into and execute a contract, if presented on the basis of this bid, and furnish certificate(s) of insurance, bonds, and other documents related to the contract as required by the Bidding Documents.

***If 3-Year Roof Bond is included in the Work, fill in required bond amount below – either a dollar amount or percent of bid amount – whichever is appropriate; otherwise fill in with “Not Applicable”.)***

3. If required by the Bidding Documents, furnish Three Year Roof Bond in the amount of:

4. Accomplish the Work in accordance with the Contract Documents.

5. Achieve Substantial Completion of the Work in accordance with the number of calendar days Contract Time set forth, allotted from and including the date stipulated in the Notice to Proceed; and, accept the conditions for Liquidated Damages in the amount set forth per calendar day.

Phase	Commencement	Contract Time	Liq. Damages
All	Notice to Proceed for all Work	Days	\$ Per Day

***(Choose No. 5 above for single-phase work, or No. 5 below for multiple-phase work, and then delete the one not chosen.)***

5. Achieve Substantial Completion of the Work and each Phase thereof in accordance with the number of calendar days Contract Time allotted each, from and including the Commencement of each; and accept the conditions for Liquidated Damages in the amount set forth for each, wholly and severally for the Work and each Phase:

Phase	Commencement	Contract Time	Liq. Damages
All	Notice to Proceed for all Work	Days	\$ Per Day
		Days	\$ Per Day
		Days	\$ Per Day
		Days	\$ Per Day

***(If alternates are included, use the following to indicate their effects on Time and LDs, whether additive or deductive; otherwise delete.)***

And, accept amendment of Contract Time applicable to each Alternate included in the Work

Phase	Alternate	Contract Time	Liq. Damages
	Alternate No. 1	Add Days	Add \$ Per Day
		Deduct Days	\$ Per Day
		Days	\$ Per Day

6. Complete the Work of the Base Bid for this project for the lump sum of:

**Base Bid:**

\_\_\_\_\_ And \_\_\_\_\_ / 100ths Dollars  
(Amount shown in both words and figures) \$ \_\_\_\_\_

**00401-2**

**BID FORM** continued,  
for the Project titled:

*(If alternates are included & single-phase work, edit the following; otherwise delete.)*

7. Include work of the following alternates as specified (See Section 01230) for the additional amounts listed:

**Alternate 1:**

\_\_\_\_\_ And \_\_\_\_\_ / 100ths Dollars  
(Amount shown in both words and figures) \$ \_\_\_\_\_

**Alternate 2:**

\_\_\_\_\_ And \_\_\_\_\_ / 100ths Dollars  
(Amount shown in both words and figures) \$ \_\_\_\_\_

**Alternate 3:**

\_\_\_\_\_ And \_\_\_\_\_ / 100ths Dollars  
(Amount shown in both words and figures) \$ \_\_\_\_\_

*(If unit prices are included, edit the following; otherwise delete.)*

8. Propose the following Unit Prices, and include the total calculated value (i.e., the Base Quantity indicated in Section 01271 multiplied by proposed Unit Price) of each Unit Price in the bid amounts above, and agree to their use in the construction contract, if accepted by Owner:

Item	Description (See Section 01271)	Unit Price	Unit
1.		\$ _____	per
2.		\$ _____	per
3.		\$ _____	per
4.		\$ _____	per
5.		\$ _____	per

**This bid submitted by:**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

On behalf of:  
(Name of Bidder) \_\_\_\_\_

Federal Employer Identification Number (EIN) \_\_\_\_\_

Address \_\_\_\_\_  
(Street & Mailing Address)

Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

Email \_\_\_\_\_

**00401-3**

# SUPPLEMENTARY CONDITIONS

## Modifications to AIA Document A201-1997, General Conditions of the Contract for Construction

The following supplements modify, change, delete from or add to "General Conditions of the Contract for Construction", AIA Document A201, 1997 Edition. Where an Article, Paragraph, Subparagraph or Clause of General Conditions is modified or deleted by Supplementary Conditions unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

### 1 GENERAL PROVISIONS

**1.1.7** After "...volume" insert "or set"; and, after "...Contract" insert ", schedules, tables, drawings,".

**1.1.8** Add subparagraph 1.1.8 as follows:

**Provide or Provided:**

"Provide" or "Provided" as used in Contract Documents includes furnishing and installing a thing, product, system or the like.

**1.2.4** Add subparagraph 1.2.4 as follows:

Within the Specifications, the sections of Division One (01) are General Requirements, and apply to all sections of the Specifications.

**1.6** In paragraph heading and throughout subparagraph 1.6.1, delete "Instruments of Service", and substitute "Documents"; and, in third sentence, after "...authors of them", delete the rest of sentence.

### 2 OWNER

**2.1.1** In the first sentence after "The Owner is the..." delete remainder of sentence and substitute "State of Tennessee". At the end of the second sentence add "except as otherwise provided in this subparagraph". Add to subparagraph as follows:

For the purposes described in this subparagraph relating to approval of modifications described in Article 7, the signature of the following will constitute the signature of the Owner:

- .1 the State Architect or the head of Tennessee Department of Finance & Administration Capital Projects Management; and,
- .2 the head, or the designee thereof, of the Contracting Agency identified as such in the Agreement if not the Department of Finance and Administration.

**2.1.2** Delete entire subparagraph. Public construction projects are not subject to mechanics' liens in Tennessee. The remedy afforded to laborers and furnishers of material on State projects is referenced in Subparagraph 4.4.8.

**2.2.1** Delete entire subparagraph and substitute: "The Owner's project number constitutes verification that funding has been established as a matter of public record."

**2.4.1** Delete entire subparagraph and substitute: "If Contractor defaults or neglects to carry out Work in accordance with Contract Documents or fails to fulfill requirements of Contract, then Owner may, after ten (10) days written notice to Contractor and without prejudice to any other remedy that Owner may have, make good such deficiencies. In such case, appropriate modification will be issued deducting from payments then or thereafter due Contractor the cost of correcting such deficiencies, including costs of Designer's additional services made necessary by such default, neglect, or failure. Designer will approve both such action and the amount charged to Contractor. If payments then or thereafter due Contractor are insufficient to cover such amount, Contractor shall pay difference to Owner."

### 3 CONTRACTOR

**3.2.3** Delete the last sentence and substitute: "Contractor shall not be liable to Owner or Designer for damage resulting from error, inconsistency, or omission in Contract Documents, unless Contractor discovered, or in the exercise of reasonable diligence should have discovered such error, inconsistency, or omission and failed to report it to Designer. If contractor performs construction activity when Contractor knows, or should know in exercise of reasonable diligence that the activity involves error, inconsistency, or omission in Contract Documents, Contractor shall assume responsibility for such performance and shall bear the attributable costs for correction."

**3.3.1** In third sentence, after "...timely written notice", insert "and a proposal of corrective changes", before continuing with "to the Owner..."; and, delete the last sentence.

**3.4** Add Subparagraphs 3.4.4 through 3.4.6 as follows:

**3.4.1** Add to subparagraph as follows: "Contractor shall not receive material nor labor from one who submitted a competing general bid for the same Contract and subsequently withdrew, reneged, or otherwise failed to enter into contract."

**3.4.2** Delete this subparagraph in its entirety, and substitute the following:  
Specified materials, equipment, and systems are essential elements of the Contract. If Contractor desires to use another material, equipment, or system in lieu thereof, Contractor shall request approval in writing and shall submit samples and data as required for Designer's consideration. Designer and Owner will be final judge of acceptability of substitution. No substitution shall be made without authority in writing from Designer. Not later than twenty-one (21) days after award of contract, Contractor shall provide a list showing names of manufacturers proposed for each specified product, and applicable name of installer, whether Contractor or subcontractor. Designer will within fourteen (14) days reply in writing to Contractor stating whether Owner or Designer, after due investigation, has reasonable objection to any such manufacturer or installer. If adequate data on proposed manufacturer or installer is not available, Designer may state that action will be deferred until Contractor provides further data. Contractor shall not make use of a manufacturer, or installer to which Owner or Designer has reasonably objected. Contractor will receive adjustment in Contract Sum, Contract Time, or both for making such change unless objection was based on failure of manufacturer or installer to meet requirements of Contract Documents, in which case neither Contract Sum nor Contract Time shall be adjusted. Failure to object to a manufacturer shall not constitute waiver of requirements of Contract Documents. Products furnished by listed manufacturers must conform to such requirements.

**3.4.4** Contractor shall disclose existence and extent of financial interests, whether direct or indirect, which Contractor has in proposed subcontractors and material suppliers.

### **3.4.5 Non-discrimination in employment:**

**3.4.5.1** Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, age, or national origin as defined in Tennessee Code Annotated (TCA) 4-21-401, et seq., nor because of handicap, in accordance with TCA 8-50-103.

**3.4.5.2** Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to handicap, race, creed, color, religion, sex, age, or national origin, including but not limited to practices in recruitment, recruitment advertising, employment, selection for training or apprenticeship, rates of pay or other forms of compensation, upgrading, demotion, transfer, layoff, or termination.

**3.4.5.3** Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these policies of non-discrimination.

**3.4.5.4** Solicitations or advertisements for employees placed by or in behalf of Contractor shall state that qualified applicants shall receive consideration for employment without regard to handicap, race, creed, color, religion, sex, age, or national origin.

### **3.4.6 Prevailing Wage Scale**

**3.4.6.1** Contractor is required to comply with policies, conditions and rules of the Tennessee Department of Labor pursuant to TCA 12-4-401, et seq, which include that if the Contract Sum exceeds fifty thousand dollars (\$50,000.00), Contractor is required to pay Prevailing Wage Scale current in the area of the project to laborers and mechanics employed on the Work, as set forth in said rules, policies, and statute, and to furnish weekly payrolls with the decision number noted on each to the Tennessee Department of Labor.

**3.4.6.2** When a Federal Wage Scale will apply to the Project, it will be included in Contract Documents, and Contractor shall pay not less than rates set forth. If both federal and State wage rates apply to project, Contractor shall pay the higher of the two wage scales for each craft or trade.

**3.4.6.3** Current Prevailing Wage Scale Determination(s) for this project will have been bound herein, after the Supplementary Conditions, or issued by addendum, if Owner's estimate of the value of Work indicates that it is required. Failure of Owner or Designer to provide current wage scale decision prior to bidding does not relieve Contractor of obligations set forth above.

**3.4.6.4** If applicability or values of Prevailing Wage Rates applicable to the project change during the course of the Contract, or differ from those provided in Contract Documents, equitable adjustment in Contract Sum shall be made.

**3.6** Add subparagraphs 3.6.2 and 3.6.3 as follows:

**3.6.2** Subparagraph 3.6.1 notwithstanding, if after bids are received or negotiations concluded, the State of Tennessee enacts a change in a sales, consumer, use, or similar state tax for the Work or a portion thereof provided by the Contractor, the Contract Sum shall be accordingly adjusted by appropriate modification or the Owner may make other lawful provision to mitigate the change.

**3.6.3** Neither Contract Sum nor Contract Time shall be adjusted for impacts resulting from a change in a tax by a governmental body other than the State of Tennessee, regardless of when the tax is enacted or goes into effect.

**3.7.2** Add to the beginning of the first sentence "Except as provided in subparagraph 3.7.5, "

**3.7.3** Add to the beginning of the first sentence "Except as provided in subparagraph 3.7.5, "

**3.7.4** Add to the beginning of the first sentence "Except as provided in subparagraph 3.7.5, "

**3.7.5** Add subparagraph 3.7.5, as follows:

This subparagraph applies to any applicable local governmental permit. The Owner is an agency of state government, and as such has sovereign immunity from the laws, ordinances, rules, regulations and lawful orders of local governments within the state; however, the Contractor shall obtain all normal permits whenever possible as if the Owner had no such immunity. If a delay or denial in securing a local permit occurs, the Contractor shall inform the Designer and the Owner of the situation, propose corrective measures, continue to pursue the customary permits, and continue the Work upon approval of the Designer.

**3.8.2** In clause three (3) of first sentence delete "Change Order" and substitute "Modification".

**3.9.1** In first sentence, after "The Contractor shall employ, insert "and designate". After first sentence, insert "Contractor shall not change such designation without consent of Owner; and, Owner's consent shall not be unreasonably withheld."

**3.10** Add subparagraphs 3.10.4 through 3.10.6 as follows:

### **3.10.4 Scheduling Agent**

At any time during the course of the Work, Owner may provide the services of a Construction Scheduling Agent. If provided, such services will be set forth in the specification of Progress Schedules. If provided, the purpose of such services is to assist in producing a progress schedule for the Work; however, no express or implied guarantee or warranty is provided by the Owner regarding the suitability of the derived schedules, and the Contractor retains full responsibility for the suitability of the schedules and for conforming to them. Contractor shall cooperate fully in developing a schedule, and shall require the necessary forces assisting the Contractor to likewise cooperate fully.

### **3.10.5 Commissioning Agent**

At any time during the course of the Work, Owner may utilize the services of a Commissioning Agent to have selected building systems commissioned. If utilized, such services and systems will be set forth in the specifications of Commissioning Requirements. If utilized, the purpose of such services is to ensure that all building systems perform interactively according to the design intent as indicated by the Contract Documents and the Owner's operational needs. The Commissioning Agent will direct the commissioning process. Contractor shall cooperate fully in the commissioning process, and shall require the necessary forces assisting the Contractor to likewise cooperate fully.

### **3.10.6 Hazardous Materials Agent**

At any time during the course of the Work, Owner may utilize the services of a Hazardous Materials Agent to perform assessment of possible hazardous materials encountered by the Contractor in performance of the Work. If utilized, such services will be set forth in the specifications of Hazardous Materials Assessment Requirements. If utilized, the purpose of such services is to determine the appropriate course of action to contend with such materials in accordance with the Contract Documents. Contractor shall cooperate fully in the assessment process, and shall require the necessary forces assisting the Contractor to likewise cooperate fully.

**3.12.6** After "...will do so", insert "prior to providing that which is the subject of the submittal".

**3.12.10** Delete the seventh (next to last) sentence in deference to the Designer's review responsibilities expressed in subparagraph 4.2.7.

**3.16.1** Insert at the end of the first sentence ",so that each may perform functions and exercise rights under the Contract Documents" before the period.

**3.17.1** In the second sentence after "The Contractor shall" insert ", subject to approval by the Attorney General of the State of Tennessee with respect to suits or claims against Owner, ", before continuing with "defend suits or claims..." In the last sentence after "However, if the Contractor" insert "knows or", before continuing with "has reason to believe..."

**3.18.1** In the first sentence, after "...permitted by law" delete "and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Paragraph 11.3" before continuing with ", the Contractor shall..."; then in the middle of the subparagraph, after "...of tangible property", delete "(other than the Work itself)" and substitute ", including loss of use resulting therefrom," before continuing with "but only to the extent caused by", then insert "willful or" before continuing with "the negligent acts or..."

**3.19** Add paragraph 3.19 as follows:  
Relations with Owner's Representatives

**3.19.1** Contractor, subcontractors, material suppliers, and sub-subcontractors shall neither offer nor give a product, service, payment, negotiable instrument, gift, gratuity, or other compensation in connection with this project to a representative or employee of the State of Tennessee, the Designer, or the Designer's consultants without Owner's consent. Evidence of a violation of this requirement may be cause for termination of this Contract.

**3.20** Add paragraph 3.20 as follows:  
**Participation of Minority-Owned Businesses:**

**3.20.1** It is the express desire of the State Building Commission that participation by minority-owned businesses be actively sought in the construction, demolition, or renovation of State projects under jurisdiction of the Commission. The Contractor shall report to the State its own status in this regard and the names and amounts of contracts entered into with minority-owned businesses on State projects in order for the State to collect data on such participation.

**3.20.2** "Minority-owned Business" means a business which is solely owned, or at least fifty-one percent (51%) of the assets of outstanding stock of which is owned, by an individual who personally manages and controls the daily operations of such business, and who is impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, religion, ethnic background, sex, or disability.

**3.20.3** To be a "Minority-owned Business" for the purposes of this contract, a business must be certified as a "Minority-owned Business" by an agency of the federal government or the government of the State of Tennessee which is normally engaged in the practice of providing such certification.

**3.21** Add paragraph 3.21 as follows:  
Security of Protected Information

**3.21.1** Contractor is required to comply with policies, conditions and rules of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, which includes protection of the security of information identified as protected health information (PHI).

**3.21.2** If Contractor is notified of the presence of PHI contained in facilities identified in the Work, then Contractor shall transmit such notice to all employees, subcontractors, material suppliers, and other affiliates of the Contractor allowed access to such facilities during the course of the Work.

**3.21.3** All individuals notified per the requirements of this paragraph shall not read, examine, remove, or otherwise interfere with PHI. They shall not allow access to PHI, or disclose the contents of PHI, to any other person. All such individuals with knowledge of an unauthorized disclosure of PHI shall notify either an appropriate State official or a manager of the Contractor with responsibility for notifying the appropriate State official.

## **4 ADMINISTRATION OF THE CONTRACT**

**4.1** Change the name of this paragraph to "**Designer**". "Architect" or "Engineer" when used in Contract Documents shall be substituted with "Designer", regardless of modifiers or possessive use, unless specifically indicated to be employed by Contractor.

**4.1.1** Delete this subparagraph and substitute as follows:  
"Designer" is the licensed prime design professional or firm lawfully practicing architecture, landscape architecture, or engineering, identified in the Bidding Documents and Agreement form for project. The term "Designer" means the Designer or the Designer's authorized representative.

**4.1.3** Delete "against whom the Contractor has no reasonable objection and"...

**4.2.1** In first sentence, at item (3), delete "with the Owner's concurrence, from time to time", and substitute "at the Owner's request".

**4.2.2** In last sentence, delete "since these" and substitute "all of which".

**4.2.4** At end of last sentence, after "...through the Owner", insert "or the Owner's designee", before the concluding period.

**4.2.7** Delete first sentence and substitute "The Designer will review and take appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples, checking for compliance with the requirements of, and conformance with the intent of, the Contract Documents."

**4.2.8** In first sentence, after "...The Designer will", insert "help the Owner", before continuing with "prepare Change Orders..."

**4.2.10** In last sentence, after "...representatives shall be", delete "as set forth in an exhibit to be", before continuing with "incorporated in the Contract Documents", then insert "if requested by the Contractor", before the concluding period.

**4.2.12** At end of subparagraph, in last sentence, delete "in good faith" and substitute "in accordance with a reasonable and professional standard of care".

**4.3.2** In the first sentence, after "Claims by either party", insert ", except claims of Liquidated Damages,"; after first sentence, add "If the impact of the condition giving rise to the Claim cannot be fully evaluated, a preliminary notice of a pending claim shall be made within the stated time limit subject to further action in a timely manner."

**4.3.3** In second sentence after "...or as provided in" delete "Subparagraph 9.7.1 and", before continuing with "Article 14..."

**4.3.4** In first numbered clause of first sentence, after "...the Contract Documents" insert ", taking into account that unless otherwise stipulated in Contract Documents, excavations and other subsurface construction activity shall be considered unclassified down to design depth, regardless of substrate and abandoned or inactive infrastructures".

**4.3.5** In first sentence, after "... increase in the Contract Sum," delete remainder of sentence beginning with "written notice as..." and substitute " the Contractor must give written

notice as provided herein, and must receive written acknowledgement of the claim and written authorization to proceed, before the Contractor shall proceed to execute the construction activity giving rise to the claim; hence, the claim shall be addressed under provisions of paragraph 4.4." At end of subparagraph, add "Documentation of claims shall conform to the requirements of Article 7."

**4.3.7.1** Delete the entire clause and substitute "To make claim for an increase in Contract Time, Contractor shall give written notice as provided herein, and include an estimate of cost, which shall be limited to that allowed by 8.3.3, and an explanation of the cause and probable effect on progress of Work. In the case of a continuing delay, Contractor shall subsequently detail the full scope of the delay".

**4.3.9** At the end of this subparagraph, after "...be equitably adjusted", insert "subject to limitations and requirements contained in the Contract Documents".

**4.3.10** Delete this subparagraph in its entirety and substitute:  
**Claims for Consequential Damages.** The Contractor waives claims against the Owner for all consequential damages arising out of or relating to this Contract due to either party's termination in accordance with Article 14, including principal office expenses, the compensation of personnel stationed at the principal office, and any damages for losses of financing, business, and reputation, and for loss of profit.

**4.4.1** In first sentence, delete "but excluding those arising under Paragraphs 10.3 through 10.5," Beginning in second sentence with "mediation, arbitration or litigation of", delete the rest of the subparagraph and substitute "action pursuant to remedies provided by law for claims between Owner and Contractor".

**4.4.2** In first sentence, after "...receipt of the Claim", insert "or information preliminary or pursuant to a Claim or a modification to a Claim, and shall". At end of subparagraph, add "If Designer approves the Claim, Owner and Contractor shall have ten (10) days after receipt to protest. If Designer suggests compromise, parties shall have ten (10) days after receipt to protest. If the Designer declines to resolve the claim, the Owner may, but is not obligated to, then take the lead in resolving the claim."

**4.4.5** At the end of the subparagraph, delete "and arbitration", and substitute "with the consent of both parties and to remedies as otherwise provided by law".

**4.4.6** Delete this Paragraph and all other references to arbitration. As a matter of law, claims by or against the State of Tennessee are not subject to arbitration.

**4.4.8** Delete this Paragraph and all other references to mechanic's liens. As a matter of law, the State of Tennessee and its property are not subject to mechanics' and materialmen's liens. Subcontractors, suppliers, and other claimants are protected through the Contract Bond as required by TCA § 12-4-201, et. seq., TCA § 4-15-102 (f)(2), and paragraph 11.5 of these Conditions. Specific requirements for notice of claims on the Bond are set forth in TCA § 12-4-205.

**4.5** Delete this Paragraph and all other references to mediation. The State of Tennessee is not subject to mandatory mediation.

**4.6** Delete this Paragraph and all other references to arbitration. The State of Tennessee is not subject to arbitration.

## 5 SUBCONTRACTORS

**5.2.1** In first sentence, delete "as soon as practicable" and insert "within twenty-one (21) days"; and, delete last sentence

from this subparagraph and substitute: "No construction activity shall be commenced by a person or entity in question until all objections have been resolved. If required, Contractor shall furnish evidence satisfactory to Designer, showing each proposed subcontractor is competent to execute work covered by the subcontract. Subcontractors identified as a part of Contractor's bid for this project shall be used in the capacity listed, unless otherwise approved by the Owner in accordance with State Building Commission policy."

**5.2.3** In the second sentence after "...rejected Subcontractor was", insert "able to meet requirements of Contract Documents and" before continuing with "reasonably capable of performing..."

**5.2.5** Add subparagraph 5.2.5 as follows:  
Contractor shall not award subcontract to one who submitted a competing general bid for the same Contract and subsequently withdrew, reneged, or otherwise failed to enter into contract.

**5.3.1** At the beginning of the subparagraph, delete through "...legally required for validity", and substitute "In the written agreement between the Contractor and Subcontractor," before continuing with "the Contractor shall...". At end of the subparagraph insert "In no event shall Subcontractor have any claim against Owner."

**5.4.2** At end of the subparagraph add "Upon any such assignment, Owner is not responsible for past breaches, monetary or otherwise, of the Contractor."

**5.4.3** Add subparagraph 5.4.3 as follows:  
Assignment is at the option of Owner. The Owner has no duty or obligation to exercise this option, nor is any right created for any subcontractor to expect or rely upon such assignment.

## 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

**6.1.1** At end of first sentence, delete "and waiver of subrogation".

**6.2.3** Delete second sentence and substitute "The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of improperly timed construction activities, damage to the Work, or defective construction of a separate contractor."

## 7 CHANGES IN THE WORK

**7.2.1** In the first sentence after "...a written instrument" delete "prepared by the Designer and" before continuing with "signed by the Owner...". In clause two (2) of first sentence after "Contract Sum", insert ", and that the price includes overhead and profit, and represents all direct and indirect costs associated with the change".

**7.2.2** Delete entire subparagraph, and substitute "Unless otherwise agreed in writing by Owner and Contractor, the method of determining adjustments in Contract Sum shall be by one or more of the methods set forth in 7.3.3, and shall be based on reasonable expenditures and savings as set forth in subparagraph 7.3.6."

**7.3.1** In the first sentence after "...a written order", delete "prepared by the Designer and" before continuing with "signed by the...".

**7.3.4** After "...for determining the", delete "proposed" before continuing with "adjustment in the...".

**7.3.6** In first sentence, delete "a reasonable allowance for overhead and profit", and substitute "an allowance for overhead and profit in accordance with subparagraph 7.3.10"; and, after the



second sentence, which ends with "...appropriate supporting data.", delete the rest of the subparagraph, including the five subordinate clauses, and substitute clauses 7.3.6.1 through 7.3.6.4 as follows:

**7.3.6.1** Costs for the purpose of this subparagraph 7.3.6 shall be limited to the following:

- .1 Direct Payroll Expense of labor;
- .2 costs of materials, supplies, and equipment, including cost of transportation thereof, whether incorporated or consumed;
- .3 rental costs of machinery and equipment rented from others, and not more than eighty percent (80%) of the Associated Equipment Distributors Nationally Averaged Rental Rates for Construction Equipment for machinery and equipment belonging to Contractor;
- .4 costs of premiums for bonds and insurance to the extent required by Contract Documents, permit fees, and sales, use, or other similar taxes related to the Work;
- .5 Direct Payroll Expense of field supervision directly attributable to authorized overtime; and:
- .6 Direct Payroll Expense of project manager and clerical work directly attributable to the change.

**7.3.6.2** The following items are "Extended Overhead", and shall be considered as costs when Contract Time is extended due to additional work or due to a Class 1 cause defined in 8.3, and solely to the extent directly attributable to extension of time. In all other instances, the following items shall be considered included in overhead:

- .1 field offices, sheds, phones, sanitary facilities, utilities, drinking fountains, cleaning, safety programs, and other construction facilities and temporary controls not specifically required for additional work;
- .2 additional costs of field supervision; and,
- .3 Superintendent's and other general use vehicles.

**7.3.6.3** Direct payroll expense (DPE) costs delineated in 7.3.6.1.1, 7.3.6.1.5, 7.3.6.1.6, and 7.3.6.2.2 shall be limited to base salary or hourly wage plus a maximum of thirty percent (30%) of base salary or hourly wage, and further limited to a maximum of One hundred twenty-five dollars (\$125) per hour, to cover social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance.

**7.3.6.4** Specifically excluded from costs and included in overhead are:

- .1 Corporate, home office, and branch office overhead, rent, mortgage, utilities, and personnel not otherwise mentioned;
- .2 capital expenses and interest on capital;
- .3 hand tools.

**7.3.8** Beginning in the first sentence, after "...to the Owner," delete the rest of the subparagraph and substitute "eligible amounts included in the Contract Sum by the Construction Change Directive for such changes shall be included in the Schedule of Values".

**7.3.10** Add subparagraph 7.3.10 as follows:

In paragraph 7.3, the allowance for overhead and profit, included in the total cost to Owner, shall be limited to the following:

- .1 For Contractor or Subcontractor performing work with their own forces, allowance shall be 10% overhead and 5% profit.
- .2 For Contractor, for Work performed by Contractor's Subcontractor, allowance shall be 5% profit on the amount due Subcontractor.
- .3 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.

- .4 To facilitate checking for increases or decreases in the Contract Sum, proposals shall be accompanied by Contractor's complete itemization of costs of work including labor, materials and equipment, plus allowance for overhead and profit.

## **8 TIME**

**8.2.2** Delete last sentence.

**8.2.3** At end of sentence, delete "within the Contract Time" and substitute "in accordance with the Agreement".

**8.3** Delete entire paragraph and substitute as follows:  
**Delays, Extensions of Time, and Forced Acceleration**

**8.3.1** The basis exists for an extension of time if Contractor is delayed in performing Work, but solely to the extent that delays are unforeseeable, unavoidable, and beyond the control and without fault or negligence, in whole or in part, of Contractor, subcontractors, sub-subcontractors, and suppliers at every tier, and said delays directly impact the Contractor's ability to achieve Substantial Completion in accordance with the Contract Time requirements, and said delays cannot be made up by reasonable efforts otherwise, and said delays stem from the following causes:

- .1 Class 1 causes: an act or failure to act on the part of Owner or Designer or an employee of either, or of a separate contractor employed by Owner, or an injunction against Owner or Owner's representatives.
- .2 Class 2 causes: abnormal weather, acts of God, riots, civil commotion, acts of War, fire, unavoidable casualties, epidemics, quarantine restrictions, labor disputes, unusual delay in transportation, freight embargoes, or insolvency of subcontractors, sub-subcontractors, or suppliers.

**8.3.2** If the basis exists for an extension of time under subparagraph 8.3.1, Owner may at its option:

- .1 in the case of additional work or a Class 1 cause, assign the Extended Overhead cost, defined in 7.3.6.2, to an allowance pending a final determination of actual impact at the conclusion of the Contract Time or the completion of Work, whichever occurs sooner;
- .2 accept the reasonable and appropriate time extension as determined by Designer to cover such delay, and in the case of a Class 2 cause, there will be no corresponding adjustment in Contract Sum, and the sole recourse of Contractor will be entitlement to time extension as provided by Designer regardless of actual source or cause of delay;
- .3 order Contractor to accelerate construction activity by working overtime and by adding extra forces in order to overcome such delays, and adjusting the Contract Sum in accordance with Article 7 to compensate Contractor for such directed acceleration; however, direct costs used in determining such compensation shall be limited to properly substantiated and documented premium or overtime labor costs; or,
- .4 employ a combination of the above remedies.

**8.3.3** Neither Owner nor Designer will be obligated or liable to Contractor for, and Contractor hereby expressly waives claims against Owner and Designer on account of damages, costs, expenses, or related impacts which Contractor, subcontractors, sub-subcontractors, suppliers, or other persons may incur as a result of a Class 2 cause enumerated in 8.3.1; Contractor's sole and exclusive remedy and full compensation in such event shall be extension of Contract Time in accordance with provisions of the Contract Documents. Contractor likewise waives claims of damages, costs, or expenses due to a delay resulting from a Class 1 cause except and solely to the extent of costs allowed under 7.3.6.



**8.3.4** Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3 or shall receive no consideration. Extensions of time occasioned by changes ordered in the Work shall be implemented in accordance with by Article 7.

**8.3.5** Extensions of time shall be implemented in accordance with Article 7.

## **9 PAYMENTS AND COMPLETION**

**9.3.1** At the beginning of the subparagraph, delete "At least ten days before", and substitute "Prior to" before continuing with "the date established". In second sentence, after "...shall be notarized", delete ", if required,", before continuing with "and supported by..."

**9.3.1.1** After "...Construction Change Directives", delete ", or by interim determinations of the Designer," before continuing with "but not yet..."

**9.3.1.2** In first sentence, after "Such applications", delete "may" and substitute "shall" before continuing with "not include requests..."

**9.3.2** At the end of the subparagraph, after "...storage and transportation", delete the rest of the last sentence and substitute "to the extent those costs have been included in the Contract Sum and actually incurred. Additional costs, which may be attendant to off-site storage, are the responsibility of the Contractor, and cannot be claimed by Contractor against Owner."

**9.3.3** In first sentence, after "...to the Owner", delete "no later than the time of payment", and substitute "at the time payment is received by the Contractor".

**9.4.2** In the numbered clauses of the fourth sentence, delete the third clause.

**9.5.1** At beginning of clause seven (7) at end of subparagraph, delete "persistent".

**9.6.1** After "...Owner shall make payment" delete remainder of subparagraph and substitute "in accordance with TCA 12-4-701 et seq, as may from time to time be amended." Add clauses 9.6.1.1 and 9.6.1.2 as follow:

**9.6.1.1** Payment is due not later than forty five (45) days after an undisputed Certificate for Payment has been received by Owner. Owner will endeavor to make payment within twenty-one (21) days, but shall not be obligated to do so.

**9.6.1.2** Based upon Applications for Payment submitted to the Designer by the Contractor and Certificates for Payment issued by the Designer, the Owner shall make progress payments monthly to the Contractor as provided in the Contract Documents as follows: Ninety five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and materials and equipment suitably stored in accordance with subparagraph 9.3.2, less the aggregate of previous payments made; and, upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety eight percent (98%) of the Contract Sum, less such amounts as the Designer shall determine for incomplete work and unsettled claims and liquidated damages.

**9.6.7** Delete the entire subparagraph and substitute: Provisions regarding retainage of TCA 66-11-144 are applicable to contracts for improvement of real property when Contract Sum is five hundred thousand dollars (\$500,000) or more. Contractor shall comply with these provisions and the procedures pursuant thereto instituted by the Tennessee State Treasurer and Department of Finance & Administration for establishment of an escrow account.

**9.7** Delete entire paragraph.

**9.8.1** Add to this subparagraph: "In order to occupy or utilize the Work for its intended use, Owner must have received complete Product Data, Operating & Maintenance Data, orientation, and training, as may be required by specifications, and use and occupancy permits."

**9.8.4** At the end of the first sentence, after "...accompanying the Certificate", insert ", subject to the provisions of subparagraph 9.12.2".

**9.8.5** After the first sentence, delete the rest of the subparagraph and substitute "Upon such acceptance and submission by Contractor and certification by Designer of an application for payment with consent of surety, if any, the Owner shall make appropriate reduction in retainage applying to such Work or designated portion of it. Such payment shall be in accordance with clause 9.6.1.2."

**9.10.2** In the fifth numbered clause of the first sentence, after "...releases and waivers", delete "of liens" before continuing with "claims, security interests...". In the second sentence, after "...Owner, the Contractor", delete "may furnish a bond" and substitute "shall furnish acknowledgment of the matter from the Surety" before continuing with "satisfactory to the...". At the end of the second sentence, and twice in the third (last) sentence, delete "lien" and substitute "matter".

**9.10.4** Delete the opening sentence up to the colon (:) and substitute "The making of final payment shall not constitute a waiver of claims by the Owner for the following"; and at the beginning of clause one (1), delete "liens,"; and in clause two (2) after "...the Contract Documents" insert "irrespective of when such failure is discovered."

**9.10.5** Delete the subparagraph and substitute "Acceptance of final payment shall constitute a waiver of claims except those previously made in writing and identified as unsettled at the time of final Application for Payment."

**9.10.6** Add subparagraph 9.10.6 as follows:  
Final Payment constituting the entire unpaid balance of Contract Sum, shall be paid by Owner to Contractor when Work has been completed, the Contract fully performed, and a final Certificate for Payment issued by Designer.

**9.11** Add paragraphs 9.11 and 9.12 as follows:  
**Method of Payment**

**9.11.1** Payments to Contractor shall be made through Owner's automated clearinghouse wire transfer system. Contractor shall have completed an Authorization Agreement for Automatic Deposits ACH Credits Form prior to commencing Work and prior to submitting a first application for payment.

**9.11.2** Debit entries to correct errors authorized by the Authorization Agreement for Automatic Deposits ACH Credits Form shall be limited to those errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. Corrections shall be made within two banking days of the effective date of the original transaction. Other errors detected at a later date shall take the form of a refund, or in some instances, a credit memo if additional payments are to be made.

**9.11.3** The Owner reserves the right to deduct from amounts which are or shall become due and payable to Contractor under this or any contract between the parties any amounts which are or shall become due and payable to the State by the Contractor.

**9.12 Liquidated Damages**

**9.12.1** Time being of the essence, Contractor further agrees to accept conditions for liquidated damages in the amount set forth

in Contract Documents for each calendar day in excess of allotted time for Substantial Completion, or approved extension thereof, parties agreeing that the amount of damages resulting from delay would be uncertain and difficult to prove, and further agreeing that such liquidated damages set forth in the Owner-Contractor Agreement are a reasonable estimate of those damages which could result from delay.

**9.12.2** If a portion of the Work is certified Substantially Complete, the amount of Liquidated Damages applicable to the remaining Work may be reduced by written mutual agreement.

**9.12.3** Secondary Liquidated Damages shall be twenty-five percent (25%) of that originally required by the Contract Documents, and shall accrue until such time that Work has been completed and the Contract fully performed if:

- .1 the time for completion stipulated in the Certificate of Substantial Completion has passed; or, if no such time was stipulated, then thirty (30) calendar days has passed following the certified date of Substantial Completion; and,
- .2 the Contract Time, including approved extensions, plus thirty (30) calendar days, has passed.

## **10 PROTECTION OF PERSONS AND PROPERTY**

**10.3.1** After "...by the Contractor," insert "which has neither been rendered harmless nor specified as inherent in the Work," before continuing with "the Contractor shall...". Add to this subparagraph "Reasonable precautions shall include, but not be limited to, precautions inherent in the Work."

**10.3.2** At the beginning of this subparagraph, insert "Under circumstances described in 10.3.1, Owner will have the option to either terminate the contract as provided in Article 14, proceed with Contractor in a mutually agreed plan of action, or as follows:". At the end of the last sentence, after "...accomplished as provided", insert "for claims in Article 4 and for changes in the Work", before concluding with "in Article 7."

**10.3.3** Delete entire subparagraph.

**10.5** Delete entire subparagraph.

## **11 INSURANCE AND BONDS**

**11.1.1** In first sentence, after "...such insurance as will protect the Contractor", insert "and the Owner" before continuing with "from claims set forth below..." and, in clause five (5) delete "other than" and substitute "including"; and, after "...tangible property," insert "on or away from the site,".

**11.1.2** Add to subparagraph as follows:

Specific lines of coverage and limits of liability provided by Contractor shall be written in a comprehensive form, satisfactory to Owner in the following minimum requirements:

- .1 Comprehensive General Liability, including:
  - a Premises / Operations;  
Underground / Explosion / Collapse;  
Products / Completed Operations;  
Contractual;  
Independent Contractors;  
Owner / Contractor Protective;  
Broad Form Property Damage;  
Personal Injury (Employment Exclusion deleted)
  - b Combined single limits for bodily injury and property damage:  
Each Occurrence: \$1,000,000  
Aggregate: \$2,000,000
  - c Products and Completed Operations to be maintained for one year after final payment.

.d Asbestos Abatement Insurance

- .1 Non-friable Asbestos: If removal or abatement of non-friable asbestos is included in the Work, and Contractor's General Liability Insurance coverage excludes risks associated with asbestos, then Contractor shall provide evidence of a Special Endorsement.
- .2 Friable Asbestos: If removal or abatement of friable asbestos is included in the Work, then Contractor shall provide evidence of a Special Endorsement.
- .3 Special Endorsement: Evidence of a Special Endorsement shall be in the form of a Certificate of Insurance certifying a special endorsement for asbestos abatement insurance with a minimum \$500,000 limit of liability. If Contractor is performing no portion of the asbestos removal or abatement with its own forces, then Contractor, in lieu of its own such endorsement, may substitute a Certificate showing such special endorsement covering the subcontractor or sub-subcontractor actually performing the asbestos removal or abatement.

.2 Comprehensive Automobile Liability:

- a Including owned, hired, and non-owned vehicles; or, if there are no owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and non-owned vehicles.
- b Bodily injury and property damage combined single limits:  
Each Occurrence: \$500,000

.3 Workers Compensation and Employer's Liability, (without restriction as to whether covered by Workmen's Compensation law):

- a Workers Compensation:  
according to statute
- b Employer's Liability: \$100,000

.4 If an exposure exists, Aircraft and Watercraft Liability (owned & non-owned), with limits approved by Owner, shall be provided.

**11.1.3** Delete second sentence and insert:

Certificate(s) of insurance provided to attest to coverages shall specifically cite each element of coverage and not less than limits set forth in subparagraph 11.1.2, as confirmation of complete coverage, and shall identify Contractor, Producer, insurance Carrier, Project, and certificate holder, and state Producer's notice requirements as set forth in 11.1.4. The term "Commercial General Liability" shall mean all of the coverages listed in 11.1.2.1.a unless specifically noted otherwise in the certificate.

**11.1.4** Add subparagraph 11.1.4 as follows:

Contractor shall notify Owner in writing of changes in coverage or carrier not later than ten (10) days after notification of Contractor by Producer, or 10 days before Contractor makes a change, whichever occurs first. Contractor shall require that if policies are cancelled or modified before expiration date thereof, Producer shall endeavor to mail 10 days prior written notice to certificate holder named therein.

**11.3** Delete entire paragraph.

**11.4.1** In first sentence, at beginning, delete "Unless otherwise provided, the", then following "...subsequent Contract modifications" delete "and cost of materials supplied or installed by others, comprising total value for the entire Project" and substitute "for the covered Project", before continuing with "at the site...", and after "...replacement cost basis", delete "without optional deductibles" at end of first sentence. In the last sentence, after "...interests of the Owner," insert "as the named insured, and" before continuing with "the Contractor,

subcontractors and Sub-subcontractors', then delete "in the Project" and substitute ", as additional insureds in the Project".

**11.4.1.1** In first sentence, after "...earthquake, flood, windstorm," delete "falsework, testing and startup, temporary buildings," before continuing with "and debris removal", then delete "including demolition occasioned by enforcement of any applicable legal requirements", before continuing with "and shall cover reasonable compensation for Designer's" then delete "and Contractor's" before continuing with "services and expenses..."; and, add to this Subparagraph: "Such insurance carried by the Owner will include a \$10,000 deductible clause. The deductible is the responsibility of the Contractor."

**11.4.1.2** In second sentence, after "...interests of the", insert "Owner as a named insured," before continuing with "Contractor, Subcontractors and..."

**11.4.1.3** Delete entire subparagraph.

**11.4.1.4** Delete entire subparagraph.

**11.4.2** In last sentence, after "...Sub-subcontractors in the Work", insert a period, and delete the rest of the sentence.

**11.4.3** Delete last sentence.

**11.4.4** Delete entire subparagraph.

**11.4.5** Delete entire subparagraph.

**11.4.6** Delete last sentence and substitute "Each policy shall contain a provision that the issuing company will endeavor to mail ten (10) days written notice to the Contractor should the policy be canceled prior to the expiration date. Failure to mail such notice shall impose no obligation or liability of any kind upon the Owner or issuing company."

**11.4.7** Delete entire subparagraph.

**11.4.9** Delete all except the last sentence and change "such" to "an insured".

**11.4.10** After "...loss with insurers" in the first sentence delete the rest of the subparagraph.

**11.5.1** Delete entire subparagraph and substitute as follows: If the initial Contract Sum as awarded exceeds \$100,000, Contractor shall provide Contract Bond, in the amount of one hundred percent (100%) of Contract Sum covering faithful performance of contract and payment of obligations arising thereunder. If a Contract Bond is required, and a Three-Year Roof Bond is also stipulated in the Bidding Documents, then the Three-Year Roof Bond shall be provided as stipulated. Bond(s) shall be executed on Tennessee State Building Commission Standard Form(s) exhibited in Bidding Documents for project, and subject to provisions of subparagraph 11.5.3.

**11.5.3** Add subparagraph 11.5.3 as follows:

Surety is the person or entity identified as such in a bond and is referred to throughout the Contract Documents as if singular in number. The term "Surety" means the Surety or the Surety's authorized representative. Surety Company issuing bond shall be licensed to transact business in Tennessee by Department of Commerce and Insurance. Bonds shall have certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached. Attorney-in-fact who executes bond on behalf of Surety shall be one who is licensed by Tennessee as a resident agent, and shall affix license number to bond; or, countersignature by and license number of a licensed resident agent shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.

## 12 UNCOVERING AND CORRECTION OF WORK

**12.1.2** In third sentence, after "...the Contract Documents," delete "correction" and substitute "uncovering, correction, and recovering" before continuing with "shall be at..."

**12.2.2.1** Delete the last sentence of this clause, and substitute: "If Three Year Roof Bond with regard only to the roofing system, its installation, and materials, the one year time period hereunder is extended for two (2) additional years for a total period of three (3) years. Until such time as the three (3) years hereunder have expired, Contractor's obligations hereunder shall be joint and several with Company as defined and set forth in the Roofing System Warranty. For the purpose of Subparagraph 12.2.2, all of Company's actions, whether of omission or commission, pursuant to the Roofing System Warranty are likewise actions of Contractor hereunder and shall in no way negate or reduce the responsibilities of Contractor hereunder."

**12.2.5** In second sentence, after "...in Subparagraph 12.2.2", delete "relates" and substitute ", and time periods of applicable special warranties, relate" before continuing with "only to the..."

## 13 MISCELLANEOUS PROVISIONS

**13.1.1** In the first sentence after "...by the law of the" delete remainder of sentence and insert "State of Tennessee".

**13.2.1** At the beginning of the second sentence, delete "Except as provided in Subparagraph 13.2.2, neither" and substitute "Neither" before continuing with "party to the ...".

**13.2.2** Delete entire subparagraph.

**13.6.1** After "...date payment is" delete the rest of the paragraph and substitute "past due as stated in subparagraph 9.6.1 in accordance with TCA 12-4-704, as may from time to time be amended".

**13.7** Delete entire paragraph.

## 14 TERMINATION OR SUSPENSION OF THE CONTRACT

**14.1.1** In the four (4) numbered clauses at the end of the subparagraph: move "or," from the end of the third clause to the end of the second clause; end the subparagraph at the end of the third clause, replacing the semicolon with a period; and, delete the entire fourth clause.

**14.1.3** At end of subparagraph, after "...overhead, profit, and", delete "damages" and substitute "costs as defined in 7.3.6".

**14.2.1** At beginning of clause one (1), delete "persistently or repeatedly refuses or", and substitute "refuses or repeatedly", before continuing with "fails to supply..."; and at beginning of clause three (3), delete "persistently disregards", and substitute "disregards or repeatedly fails to comply with", before continuing with "laws, ordinances, or..."

**14.2.2** In clause one (1) after "... take possession" insert "of all Work in place," before continuing with "of the site".

**14.4.2** In clause no. 2 after "...of the Work" insert ", including materials for which Owner has paid and which are stored off-site" before concluding with "; and,".

**14.4.3** After "...receive payment for" delete the rest of the subparagraph and substitute "the completed portion of Work plus a fraction of five percent (5%) of the remaining balance of the Contract Sum, which fraction shall be equal to the value of the Work completed divided by the Contract Sum."

Combined Request and Decision form for

# Wage Determination

Request made by		
<i>Name of person</i>		
<i>Title</i>		
<i>Department, Agency, or Bureau</i>		
<i>Address, phone, fax</i>		
<i>Date of request</i>	<i>Date of Advertisement</i>	<i>Supersedes Decision</i>

If Work is in multiple building rates regions, then a separate request is required for each region; and, if in multiple counties within a region, then all counties within each region must be listed.

The Project		
<i>City</i>	<i>State</i>	<i>County</i>
<i>Project Identification</i>		
SBC Project No.		
<i>Brief Project Description</i>		

Decision rendered by
State of Tennessee Dept. of Labor and Workforce Development Labor Standards Division 404 James Robertson Parkway, Suite 1606 Nashville, Tennessee 37243-0657

Wage Determination	
Decision Number	T-
Building Rates	<input type="checkbox"/> Apply <input type="checkbox"/> Do not apply
Highway Rates	<input type="checkbox"/> Apply <input type="checkbox"/> Do not apply
<i>Report to</i>	
<i>Date assigned</i>	<i>Assigned by</i>

The project identification and brief project description given herein shall not act to define, expand, or limit the Work required by the Contract Documents. Such information provided herein is intended only as information to the Department of Labor and Workforce Development. No other use or interpretation is intended.

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# Building Wage Rates

**A.** To determine the rates required to be paid laborers and mechanics on the project:

1. Refer to the Wage Rate Determination(s) to see whether Building Rates, Highway Rates, or both apply. For Work that requires Building Rates in more than one county, if the counties are in more than one Wage Region, there is normally a separate Determination for each Region.
2. If Building Wage Rates apply:
  - a. Refer to the State of Tennessee prevailing Building Wage Rate Regions table on page 2 of this document.
  - b. Find the county or counties in which the Work takes place. If the Work takes place in more than one county, required rates may be different from county to county, depending on the region. Read the Region for the county or counties.
  - c. Refer to the table of State of Tennessee prevailing Building Wage Rates by Region on page 2 of this document.
  - d. Use the rates in the column headed by the Wage Region number. If the Work takes place in more than one county, use the indicated rate for the portion of Work performed in each county.
  - e. A list of the single-region Rates will normally be provided by the State for the required on-site posting.
3. If Highway Wage Rates apply, refer to document 00837.
4. Further details about Prevailing Wage regulations and descriptions of the craft classifications can be obtained from the Tennessee Department of Labor and Workforce Development Division of Labor Standards through the following Web Address [www.state.tn.us/labor-wfd/lstdiv.html](http://www.state.tn.us/labor-wfd/lstdiv.html)

**B.** To report the rates paid laborers and mechanics on the project:

1. Refer to the Wage Rate Determination(s). For Work in more than one Building Rate Region, there will normally be a separate Wage Determination for each Region, with separate Decision Number and Inspector.
2. If there is more than one Wage Determination, prepare a separate report for the portion of Work each cover.
3. Include Decision number on report.
4. Send report to the Inspector listed in the box headed "Report to".

## Tennessee Prevailing Wage Rate Regions

County Name	Region	County Name	Region	County Name	Region	County Name	Region
Anderson	7	Fentress	7	Lauderdale	2	Roane	7
Bedford	6	Franklin	6	Lawrence	6	Robertson	5
Benton	3	Gibson	2	Lewis	6	Rutherford	6
Bledsoe	9	Giles	6	Lincoln	6	Scott	7
Blount	9	Grainger	11	Loudon	9	Sequatchie	9
Bradley	9	Greene	11	McMinn	9	Sevier	9
Campbell	7	Grundy	6	McNairy	3	Shelby	1
Cannon	6	Hamblen	11	Macon	5	Smith	5
Carroll	3	Hamilton	8	Madison	4	Stewart	3
Carter	11	Hancock	11	Marion	6	Sullivan	11
Cheatham	5	Hardeman	2	Marshall	6	Sumner	5
Chester	3	Hardin	3	Mauy	6	Tipton	2
Claiborne	11	Hawkins	11	Meigs	9	Trousdale	5
Clay	7	Haywood	2	Monroe	9	Unicoi	11
Cocke	11	Henderson	3	Montgomery	5	Union	11
Coffee	6	Henry	3	Moore	6	Van Buren	9
Crockett	2	Hickman	6	Morgan	7	Warren	6
Cumberland	7	Houston	3	Obion	2	Washington	11
Davidson	12	Humphreys	3	Overton	7	Wayne	3
Decatur	3	Jackson	7	Perry	3	Weakley	2
Dekalb	5	Jefferson	11	Pickett	7	White	7
Dickson	5	Johnson	11	Polk	9	Williamson	5
Dyer	2	Knox	10	Putnam	7	Wilson	5
Fayette	2	Lake	2	Rhea	9	Catoosa, GA	8

## Tennessee Prevailing Wage Rates by Region for Buildings in 2003 and 2004

Classification	1	2	3	4	5	6	7	8	9	10	11	12
Air Conditioning & Ref. Mechanic	20.16	9.25	18.27	12.04	16.61	14.29	13.10	11.29	13.62	11.72	11.71	15.90
Boilermaker	19.05	14.13	15.27	13.05	14.62	13.70	17.48	17.99	17.48	16.45	11.73	14.16
Brick Layer	22.63	16.14	15.64	12.97	19.16	19.82	15.98	15.72	18.73	14.61	11.64	17.64
Cement Finisher, Plasterer	16.15	12.30	12.76	11.91	11.96	13.39	16.30	15.60	15.11	15.03	12.13	14.51
Carpenter	16.26	12.72	16.40	14.52	14.78	15.39	17.42	17.11	12.62	13.66	12.00	15.75
Electrician	21.69	19.54	20.33	15.55	19.71	19.63	20.30	20.78	25.43	17.68	15.04	19.55
Elevator Constructor	20.97	13.41	14.92	12.37	22.28	22.28	15.88	17.59	16.58	15.54	16.09	22.20
Elevator Constructor Helper	12.08	9.39	10.44	8.67	15.59	15.59	11.12	12.31	12.26	10.88	11.41	15.19
Glazier	18.06	15.25	12.34	10.24	16.36	14.36	14.61	14.00	13.45	12.12	12.83	13.15
Insulation Worker for Mech. Tr.	19.28	19.31	19.39	19.28	19.05	18.87	18.97	18.10	18.40	11.98	12.55	17.89
Iron Worker: Structural, Rein.	19.01	14.35	11.91	16.21	15.73	15.78	15.09	17.95	15.64	13.03	11.55	16.72
Laborer Class A	11.73	10.69	10.43	10.46	12.00	11.99	12.45	9.97	9.86	10.79	8.17	11.63
Laborer Class B	11.51	10.53	12.83	9.44	10.08	10.50	11.39	9.75	10.39	9.45	7.94	10.39
Millwright	16.30	11.79	14.07	11.99	14.03	19.01	16.37	16.53	14.68	12.98	20.40	17.47
Operating Engineer Class A	16.99	13.20	13.77	13.76	17.28	15.84	19.50	14.87	13.25	16.05	13.04	16.08
Operating Engineer Class B	12.82	9.86	12.26	10.60	9.75	10.70	12.10	14.06	10.71	9.60	7.37	10.35
Operating Engineer Class C	13.99	11.25	11.20	10.76	11.25	11.25	13.02	14.73	9.51	13.48	9.48	10.82
Painter	14.79	10.26	17.03	10.35	12.32	11.23	13.73	15.72	11.78	11.46	14.36	13.57
Pipefitter – Plumber	20.90	18.27	19.91	18.12	19.66	18.99	20.49	18.82	20.79	20.32	15.57	19.35
Roofer	15.66	11.23	13.02	9.70	16.26	14.57	16.26	17.76	9.71	14.29	11.37	17.21
Sheetmetal Worker	21.92	14.75	19.60	13.08	17.46	19.54	20.73	16.56	17.32	15.19	16.20	19.23
Truck Driver (3 or more axles)	14.26	8.92	10.08	8.62	12.03	11.25	14.81	12.09	8.95	9.26	9.73	13.76
Truck Driver (2 axles, over 1 ton)	14.36	7.12	7.93	9.08	7.35	8.50	9.52	14.10	9.24	8.87	10.28	13.19
Truck Driver (2 axles, 1 ton & less)	13.78	7.78	8.66	9.18	8.05	7.54	11.59	12.00	8.69	9.08	8.65	8.34

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## Tennessee Prevailing Wage Rate Regions

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Bledsoe	9	Giles	6	Lincoln	6	Scott	7
Blount	9	Grainger	11	Loudon	9	Sequatchie	9
Bradley	9	Greene	11	McMinn	9	Sevier	9
Campbell	7	Grundy	6	McNairy	3	Shelby	1
Cannon	6	Hamblen	11	Macon	5	Smith	5
Carroll	3	Hamilton	8	Madison	4	Stewart	3
Carter	11	Hancock	11	Marion	6	Sullivan	11
Cheatham	5	Hardeman	2	Marshall	6	Sumner	5
Chester	3	Hardin	3	Mauy	6	Tipton	2
Claiborne	11	Hawkins	11	Meigs	9	Trousdale	5
Clay	7	Haywood	2	Monroe	9	Unicoi	11
Cocke	11	Henderson	3	Montgomery	5	Union	11
Coffee	6	Henry	3	Moore	6	Van Buren	9
Crockett	2	Hickman	6	Morgan	7	Warren	6
Cumberland	7	Houston	3	Obion	2	Washington	11
Davidson	12	Humphreys	3	Overton	7	Wayne	3
Decatur	3	Jackson	7	Perry	3	Weakley	2
Dekalb	5	Jefferson	11	Pickett	7	White	7
Dickson	5	Johnson	11	Polk	9	Williamson	5
Dyer	2	Knox	10	Putnam	7	Wilson	5
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Carpenter	16.26	12.72	16.40	14.52	14.78	15.39	17.42	17.11	12.62	13.66	12.00	15.75
Electrician	21.69	19.54	20.33	15.55	19.71	19.63	20.30	20.78	25.43	17.68	15.04	19.55
Elevator Constructor	20.97	13.41	14.92	12.37	22.28	22.28	15.88	17.59	16.58	15.54	16.09	22.20
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Glazier	18.06	15.25	12.34	10.24	16.36	14.36	14.61	14.00	13.45	12.12	12.83	13.15
Insulation Worker for Mech. Tr.	19.28	19.31	19.39	19.28	19.05	18.87	18.97	18.10	18.40	11.98	12.55	17.89
Iron Worker: Structural, Rein.	19.01	14.35	11.91	16.21	15.73	15.78	15.09	17.95	15.64	13.03	11.55	16.72
Laborer Class A	11.73	10.69	10.43	10.46	12.00	11.99	12.45	9.97	9.86	10.79	8.17	11.63
Laborer Class B	11.51	10.53	12.83	9.44	10.08	10.50	11.39	9.75	10.39	9.45	7.94	10.39
Millwright	16.30	11.79	14.07	11.99	14.03	19.01	16.37	16.53	14.68	12.98	20.40	17.47
Operating Engineer Class A	16.99	13.20	13.77	13.76	17.28	15.84	19.50	14.87	13.25	16.05	13.04	16.08
Operating Engineer Class B	12.82	9.86	12.26	10.60	9.75	10.70	12.10	14.06	10.71	9.60	7.37	10.35
Operating Engineer Class C	13.99	11.25	11.20	10.76	11.25	11.25	13.02	14.73	9.51	13.48	9.48	10.82
Painter	14.79	10.26	17.03	10.35	12.32	11.23	13.73	15.72	11.78	11.46	14.36	13.57
Pipefitter – Plumber	20.90	18.27	19.91	18.12	19.66	18.99	20.49	18.82	20.79	20.32	15.57	19.35
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Truck Driver (2 axles, 1 ton & less)	13.78	7.78	8.66	9.18	8.05	7.54	11.59	12.00	8.69	9.08	8.65	8.34

**00835-2**

# Highway Wage Rates

- A.** To determine the rates required to be paid laborers and mechanics on the project:
1. Refer to the Wage Rate Determination(s) to see whether Building Rates, Highway Rates, or both apply. For Work that requires Building Rates in more than one county, if the counties are in more than one Region, there is normally a separate Determination for each Region.
  2. If Building Wage Rates apply, refer to document 00835.
  3. If Highway Wage Rates apply:
    - a. Refer to the table of State of Tennessee prevailing Highway Wage Rates.
    - b. Use the rates in the table for all locations.
  4. Further details about Prevailing Wage regulations and descriptions of the craft classifications can be obtained from the Tennessee Department of Labor and Workforce Development Division of Labor Standards through the following Web Address [www.state.tn.us/labor-wfd/lstdiv.html](http://www.state.tn.us/labor-wfd/lstdiv.html)
- B.** To report the rates paid laborers and mechanics on the project:
1. Refer to the Wage Rate Determination.
  2. Include Decision number on report.
  3. Send report to the Inspector listed in the box headed "Report to".

## Highway Wage Rates for 2004

Craft Classification	RATE
Bricklayer	14.69
Carpenter or Lead Person	13.10
Concrete Finisher	11.81
Drill Operator (Caisson)	14.41
Electrician	21.17
Farm Tractor Operator (Power Broom)	11.23
Ironworker (Reinforcing)	13.15
Ironworker (Structural)	14.32
Laborer/Unskilled	9.65
Mechanic - Class 1 (Heavy Duty)	15.06
Mechanic - Class 2 (Light Duty)	13.73
Painter or Sandblaster	19.68
Powder Person Blaster	15.32
Sweeping Machine (Vacuum) Operator	12.38
Truck Driver – (2 Axles)	11.64
Truck Driver – (3/4 Axles)	11.07
Truck Driver – (5 or more Axles)	11.96
Worksite Traffic Coordinator	12.99
Skilled Laborer	11.42
Class A Operators	14.46
Class B Operators	12.69
Class C Operators	13.03
Class D Operators	12.03
Survey Instrument Operator	12.42



## SECTION 01411 REGULATORY REQUIREMENTS

### PART 1 - GENERAL

#### 1.01 CODES AND REGULATIONS

- A.** The Regulatory Requirements used for State Building Commission projects are listed below as a convenience and may not be inclusive of all that apply. Others may also apply. Comply with all pertinent codes, standards, regulations, and laws.

	DOCUMENT	SOURCE	PHONE
<b>1.</b>	1999 Standard Building Code 1997 Standard Plumbing Code 1999 Standard Gas Code 1997 Standard Mechanical Code	Southern Building Code Congress International, Inc. 900 Montclair Road Birmingham, AL 35213	(205) 591-1853
<b>2.</b>	2003 National Fire Codes (NFPA Standards listed in NFPA 1, Ch 2 – excluding NFPA 5000)	National Fire Protection Association Batterymarch Park Quincy, Massachusetts 02269	(800) 344-3555
<b>3.</b>	1996 American National Safety Code (elevators, etc.) ANSI A17-1	American National Standards Institute 345 East 47th Street New York, NY 10017	(800) 843-2763
<b>4.</b>	1996 Tennessee Elevator Code And its Supplements	TN Dept. of Labor Div. of Boiler & Elevator Inspection 3rd Floor Andrew Johnson Tower 710 James Robertson Parkway Nashville, TN 37243	(615) 741-2123
<b>5.</b>	1997 Edition of Boiler and Unfired Pressure Vessel Inspection Law, Rules, and Regulations		
<b>6.</b>	1995 CABO Model Energy Code	Int'l Conference of Building Officials 1704 E. 123rd Terrace Olathe, Kansas 66061-5874	(800) 284-4406
<b>7.</b>	ASHRAE Std 90.1-1999 Energy Standards for Buildings except Low-Rise Residential Buildings	ASHRAE 1791 Tullie Circle NE Atlanta, GA 30329	(800) 527-4723
<b>8.</b>	ASHRAE Std 90.2-1993 Energy-Efficient Design of New Low-Rise Residential Buildings ASHRAE Std 62-1999 Ventilation for Acceptable Indoor Air		
<b>9.</b>	Rules of TN Dept. of Commerce & Insurance Ch 0780-2-1, Electrical Installations Ch 0780-2-2, Codes and Standards Ch 0780-2-3, Plans and Specs Review Ch 0780-2-18, Equitable Restrooms	TN Dept. of Commerce and Insurance Div. of Fire Prevention & Plans Review 3rd Floor Davy Crockett Tower 500 James Robertson Parkway Nashville, TN 37243-1162	(615) 741-7190
<b>10.</b>	CABO/ANSI A117.1 - 1992 "Accessible and Usable Buildings and Facilities"; <b>or</b> , North Carolina State Building Code Volume 1-C, 1991 w/ 1996 revisions "Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped"		
<b>11.</b>	Uniform Federal Accessibility Standards (UFAS), Fed-Std-795, April 1, 1988	ATBCB ATTN: OCE Suite 1000 @ 1331 F Street NW Washington, DC 20004	(202) 272-5434 (800) 872-2253

**END OF SECTION**

**01411-1**